

NEWMAN & DENBURG, LLC
Gary S. Newman, Esq. - 026791992
 Attorneys at Law
 22-01 Broadway
 Fair Lawn, New Jersey 07410
 Phone: 201-797-0900
 Fax: 201-797-3111
 Attorneys for Plaintiff

<p>ROCKLEIGH COUNTRY CLUB, LLC</p> <p style="text-align: right;">Plaintiff(s)</p> <p style="text-align: center;">Versus</p> <p>HARTFORD INSURANCE GROUP a/k/a THE HARTFORD d/b/a HARTFORD FIRE INSURANCE COMPANY; STRATEGIC INSURANCE PARTNERS, INC.; PHILIP D. MURPHY, in his capacity as Governor of the State of New Jersey; STATE OF NEW JERSEY</p> <p style="text-align: right;">Defendant(s).</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION/BERGEN COUNTY</p> <p>DOCKET NO.: BER-L-</p> <p style="text-align: center;">Civil Action</p> <p style="text-align: center;">COMPLAINT and JURY DEMAND</p>
--	---

Plaintiff, Rockleigh Country Club, LLC (“Plaintiff” , “RCC” or “Insured”), by way of Complaint against Defendants, Hartford Insurance Group a/k/a the Harford d/b/a Hartford Fire Insurance Company (the “Hartford” or “Insurer”); Strategic Insurance Partners, Inc. (“Strategic” or “Broker”); Philip D. Murphy, Governor of the State of New Jersey and State of New Jersey (collectively “Governor” or “Murphy”), hereby alleges by way of Complaint as follows:

INTRODUCTION

1. This action for declaratory judgment and bad faith arises out of Plaintiff’s claim for coverage under its All Risk Insurance Policy written by Defendant, The Hartford.
2. An All Risk Policy is a special type of insurance covering all fortuitous losses, in the absence of fraud or other intentional misconduct of the insured, unless a specific provision in the insurance policy expressly excludes or limits the loss from coverage. Victory Peach Group, Inc. Greater N.Y. Mutual Ins. Co., 310 N.J. Super. 82, 87-88 (App. Div. 1998).

3. Despite agreeing to cover RCC for all risks of direct physical loss of and/or physical damage to Covered Property, unless specifically excluded or limited by the policy, and Plaintiff's complete business interruption loss following Defendant Governor Philip D. Murphy's March 9, 2020 Executive Order 103 which declared a State of Emergency and a Public Health Emergency throughout New Jersey and which resulted in the mandatory closure of Plaintiff's businesses indefinitely beginning on March 21, 2020, Defendant, The Hartford, has taken a calculated risk of their own by systemically denying business interruption claims throughout New Jersey (including RCC) which seek insurance benefits for the loss of business due to the aforesaid business closures following New Jersey's State of Emergency and Public Health Emergency.

4. Undeniably, defendant(s) chose to insure Plaintiff RCC against the very loss caused by the involuntary closure of their business during the pending State of Emergency and Public Health Emergency throughout New Jersey.

5. Plaintiff is entitled to recover under its insurance contract which it paid large premiums for and has long-relied upon as protection against loss or damage and resulting loss of income due to unforeseen situations akin to what has transpired here through no fault of and not caused in any way by RCC.

ALLEGATIONS COMMON TO ALL COUNTS

6. Plaintiff RCC, is a New Jersey limited liability company with a principal place of business located at 26 Paris Avenue, Rockleigh, New Jersey 07647 a/k/a ("The Premises").

7. RCC is an event venue which provides large rooms for the purpose of pre-booked social gatherings at the premises. Such social gatherings include, without limit, Weddings, Bar-Mitvahs, Baby Showers and Christenings. Religious ceremonies and Political Speech are

included in those functions which take place at RCC. RCC events are booked in advance by members of the public hereinafter referred to as (“Sponsors”) throughout this complaint.

8. Defendant Hartford is an insurance company which at all relevant times herein provided a policy of insurance to RCC and others in New Jersey and has a business address of One Hartford Plaza, Hartford, Connecticut 06155.

9. Defendant Strategic has a business address of 7822 Kennedy Boulevard, North Bergen New Jersey 07047 and is the insurance agent for RCC and inter-alia upon information and belief is an agent of the Hartford.

10. Defendant Murphy is the Governor of the State of New Jersey and vested with executive powers and obligations as set forth by inter-alia the New Jersey Constitution and Legislature, as referenced further below. Governor Murphy has issued inter-alia Executive Orders 103 and 107 which have caused harm to RCC. Murphy, in his official capacity as Governor of New Jersey, and State of New Jersey are named as responsible parties only to the extent that Defendant Hartford may avoid coverage for those risks insured under the policy.

11. Plaintiff paid more than \$250,000.00 in premiums to Defendant Hartford for its all-risk property insurance policies that provide \$5,000,000.00 in coverage for Plaintiff, during the policy period March 1, 2019 to March 1, 2020 and March 1, 2020 to March 1, 2021 (the “Policies”).

12. The Policies provide “all risk” insurance coverage – that is, they provide coverage for risks, except as specifically excluded.

13. The risks associated with viruses and pandemics, and those risks which are specific to RCC have been known to the defendants and the insurance industry for over a century and have been well known to Defendant Hartford since the inception of the policy and in recent decades

during which we all have witnessed outbreaks and pandemics involving viruses such as SARS, MERS, H1N1, and Zika.

14. In or about March of 2020, the United States of America and the State of New Jersey suffered from an outbreak of a novel coronavirus (a/k/a Covid-19).

15. On or about March 9, 2020, in response to the presence of Covid-19 within New Jersey, Murphy issued Executive Order 103 declaring both a Public Health Emergency pursuant to N.J.S.A. §26:13-1 et seq. and a State of Emergency pursuant to N.J.S.A. App. A:9-33 et seq.

16. On or about March 21, 2020, in further response to the outbreak of Covid-19 in the State of New Jersey, the Governor issued Executive Order 107 (a/k/a “Stay-at-Home Order”) which included, inter-alia, the following:

2. All New Jersey residents shall remain home or at their place of residence unless they are 1) obtaining goods or services from essential retail businesses, as described in Paragraph 6; 2) obtaining takeout food or beverages from restaurants, other dining establishments, or food courts, pursuant to Paragraph 8; 3) seeking medical attention, essential social services, or assistance from law enforcement or emergency services; 4) visiting family or other individuals with whom the resident has a close personal relationship, such as those for whom the individual is a caretaker or romantic partner; 5) reporting to, or performing, their job; 6) walking, running, operating a wheelchair, or engaging in outdoor activities with immediate family members, caretakers, household members, or romantic partners while following best social distancing practices with other individuals, including staying six feet apart; 7) leaving the home for an educational, religious, or political reason; 8) leaving because of a reasonable fear for his or her health or safety; or 9) leaving at the direction of law enforcement or other government agency.

5. Gatherings of individuals, such as parties, celebrations, or other social events, are cancelled, unless otherwise authorized by any part of this Order.

6. The brick-and-mortar premises of all non-essential retail businesses **must close** to the public as long as this Order remains in effect.

9. All recreational and entertainment businesses, including but not limited to the following list, **must close** to the public as long as this Order remains in effect.

17. The result of the Stay-at-Home Order and its imposition of far-reaching restrictions and prohibitions have been catastrophic for both the RCC and its Sponsors who are also subject

to the order. The RCC was ordered to close and endure the cancellation of pre-scheduled events by its sponsors causing economic loss, physical loss and physical damages. The terms of the order caused physical loss and physical damage.

18. The Rockleigh is insured by Defendant Hartford against such events through inter-alia the contents of its all-risk commercial property insurance policy purchased through Defendant Hartford with Policy number 13 UNN BM0047 (“the Policy”) with an effective date of March 1, 2020 through March 1, 2021. Annexed hereto as “Exhibit A” is a true copy of Plaintiff’s Policy number 13 UNN BM0047.

19. Hartford, through the policy for which RCC paid substantial premiums, was contracted to indemnify RCC for this exact risk, including inter-alia, the actual business losses incurred when business operations are involuntarily suspended, interrupted, curtailed, when access to the premises is prohibited because of a covered causes of loss, or by additional purchased coverage of civil authority that restricts or prohibits access to the property. This coverage is commonly known as “business interruption coverage” which is standard in most all-risk commercial property insurance policies. Additionally, RCC specifically insured against this exact specific risk through its additional civil authority coverage for which it paid additional premiums and had a reasonable expectation of coverage.

20. Inter-alia and without limitation, the Hartford, pursuant to Policy Form PC 10 10 01 18 Property Choice – Covered Causes of Loss and Exclusions Form, promised to indemnify the Rockleigh for:

A. Covered Causes of Loss

Covered Causes of Loss mean direct physical loss or direct physical damage that occurs during the Policy Period and in the Coverage Territory unless the loss or damage is excluded or limited in this policy.

21. Further, inter-alia and without limitation, Form PC 00 20 01 18 Property Choice – Business Income and Extra Expense Coverage Form promised to provide, inter-alia, coverage for:

A. Coverage

We will pay up to the Business Income and Extra Expense Limit of Insurance stated in the Property Choice - Schedule of Premises and Coverages for the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur due to the necessary interruption of your business operations during the Period of Restoration due to direct physical loss of or direct physical damage to property caused by or resulting from a Covered Cause of Loss at “Scheduled Premise” where a limit of insurance is shown for Business Income and Extra Expense. If you are a tenant, this Coverage applies to that portion of the building which you rent, lease or occupy, and extends to common service areas and access routes to your area.

Definitions¹

1. Business Income means:
 - a. Net Income (Net Profit or Net Loss before income taxes), including Rental Income and Royalties, that would have been earned or incurred; and
 - b. Continuing normal operating expenses incurred, including Payroll Expenses.
2. Extra Expenses means the actual, necessary and reasonable expenses you incur during the Period of Restoration that you would not have incurred if there had been no direct physical loss of or direct physical damage to property caused by or resulting from a Covered Cause of Loss at “Scheduled Premises. We will pay Extra Expense (other than the expense to repair or replace property) to:
 - a. Avoid or minimize the suspension of business and to continue operations at a “Scheduled Premises” or at replacement premises or temporary locations, including relocation expense and cost to equip and operate the replacement location or temporary location.
 - b. Minimize the suspension of business I you cannot continue operations.
3. Interruption means the slowdown or cessation of any part of your business activities or the partial or total untenability of the premises.
4. Payroll Expenses include:
 - a. Payroll;
 - b. Special compensation such as bonuses and other incentive compensation;

¹ It should be noted that neither physical loss nor physical damage is defined under the policy and therefore is subject to the Insured’s reasonable expectation of coverage.

- c. Employee benefits, if directly related to payroll;
- d. FICA payments you pay;
- e. Union dues you pay; and
- f. Workers' compensation premiums.

B. Covered Causes of Loss, Exclusions and Limitation

2. The following **Exclusions** apply in addition to the **Exclusions** found in the Property Choice – Covered Causes of Loss and Exclusions Form attached to this Coverage Part:

a. Contract, Lease or License Cancellation

...But if such suspension, lapse or cancellation is directly caused by a covered interruption of business operations, we will pay for such loss that affects your Business Income during the Period of Restoration and any extension of the Period of Restoration in accordance with the terms of the Extended Income Additional Coverage or the Future Earnings Additional Coverage.

22. The Governor's order which specifically prevents access to RCC constitutes physical loss and physical damage.

23. The Rockleigh's standard business interruption coverage was further and without limitation enhanced by Form PC 26 02 01 18 Property Choice Business Income and Extra Expense Coverage Form – **Additional Coverages** which promised to provide, inter-alia, coverage for:

2. Civil Authority

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expenses you incur when access to your "Scheduled Premises" is specifically prohibited by order of a civil authority as the direct result of a Covered Cause of Loss to property in the immediate area of your "Scheduled Premises."

7. Future Earnings

- a. In the event of a covered Business Income loss at "Scheduled Premises", we will pay for the actual loss of Business Income you subsequently and necessarily sustain after the Period of Restoration and the Extended Income period ends and that actual loss in Business Income is directly attributable to the Covered Cause of Loss occurrence.

8. Ingress and Egress

- a. This insurance is extended to apply to the actual loss of Business Income you sustain when ingress or egress to your “Scheduled Premises” is specifically prohibited as the direct result of a Covered Cause of Loss to property at premises that is contiguous to your “Scheduled Premises”.

24. The Rockleigh’s Policy was further, and without limitation, enhanced by Form PC 26
15 01 18 Property Choice – Plus Three-Specialized Property Insurance Coverages which
promised to provide, inter-alia, coverage for:

11. Extra Expense and Expediting Expenses (other than Equipment Breakdown Expediting Expenses)

Coverage: In the event of a Covered Cause of Loss to Covered Property at a “Scheduled Premises” you may extend the insurance provided by this coverage form to apply to the actual, necessary and reasonable:

- a. Extra expenses you incur to continue as nearly as possible your normal business operations immediately following the covered loss or damage.

25. “Physical loss” and “physical damage” are undefined under the Policy.

26. The mandatory closure of the Plaintiff’s business and the specific restrictions to access under the order constitutes “physical damage” under the terms of the Policy.

27. The term “physical” is ambiguous since it can mean more than material alteration or damage, therefore it was incumbent upon the Defendant(s) to clearly and specifically rule out coverage in the circumstances where it was not to be provided, something which did not occur in the case at bar. Wakefern Food Corp. v. Liberty Mutual Fire Ins. Co., 406 N.J. Super. 524, 541-542 (App. Div. 2009).

28. Had Defendant(s) intended that its policy would not provide coverage for a State of Emergency and/or a Public Health Emergency, then it was obligated to define its policy exclusion more clearly. Wakefern at 541.

29. “Physical Damage” is not restricted to the physical destruction or harm to the insured property; rather it includes the loss of access, loss of use and loss of functionality of the insured/scheduled premises. Wakefern at 543.

30. Furthermore, the Policy issued by Defendants to Plaintiff, RCC, upon which the subject claim was made DID NOT contain exclusions or limitations for a Public Health Emergency, nor for a State of Emergency. ("Exhibit A")

31. Nevertheless, despite notification to Hartford, Defendant Hartford has denied business interruption coverage and any other coverage under the Policy purchased by RCC. Hartford denies its obligation to pay for the loss, including without limitation, business income losses and other covered expenses incurred by the RCC for the loss and damage to the insured from measures put in place by Murphy.

32. Hartford has denied Plaintiff's claim and its duty to defend under the policy for claims asserted by others. Annexed hereto as "Exhibit B" is a true copy of the Hartford's claim denials.

33. Additionally, several of RCC's sponsors have threatened to sue RCC. Further, to date Marilyn Rukaj has sued RCC and has filed a complaint in the Superior Court under Docket Number BER-L-3516-20. Hartford has been notified but refuses to even defend, let alone indemnify, RCC for the loss. Annexed hereto as "Exhibit C" is a true copy of the filed Complaint.

34. This action seeks, inter-alia, a declaratory judgment that affirms that the Covid-19 pandemic and the corresponding response by Governor Murphy (whether or not such action was Constitutional) triggers coverage; that such actions have caused physical damage and/or physical property loss and damage to RCC's insured property requiring coverage; that there is coverage for the past, present and future civil authority orders; and finds that Defendants are liable for the losses suffered by the RCC and to defend RCC for claims brought by others.

35. In addition, this action brings a claim against Defendant, Hartford, for inter-alia their breach of their contractual obligation under its common all-risk commercial property insurance

policy to indemnify and defend Plaintiff RCC for business losses and extra expenses, and related losses resulting from actions taken by Murphy and State of New Jersey.

36. In addition Hartford's denial of coverage is also made in bad faith and is fraudulent providing remedies under inter-alia the Consumer Fraud Act, N.J.S.A. §56:8-1 et seq. Further, Hartford's failure to provide coverage has tortuously interfered with the Rockleigh's relationship with its sponsors and the community it serves causing damage to its reputation.

37. Finally, Strategic represented, warranted, and implied Defendant Hartford would insure against this exact kind of risk (loss of business income), but then falsely told RCC there would be no coverage when RCC made a claim.

COUNT I

(Against Hartford for Declaratory Judgment – Business Income Coverage)

1. Plaintiff repeats and re-alleges each and every allegation set forth previously as if fully set forth at length herein.

2. Plaintiff's Policy is a contract under which Defendant, Hartford, was paid premiums in exchange for its promise to indemnify Plaintiff's losses for claims covered by the Policy.

3. Plaintiff has complied with all applicable provisions of the Policy and/or those provisions have been waived by Hartford or Hartford is estopped from asserting them.

4. Hartford has abrogated its insurance coverage obligations pursuant to the Policy's clear and unambiguous terms and has wrongfully and illegally refused to provide coverage to which Plaintiff is entitled.

5. Defendant, Hartford, has denied Plaintiff's claims related to Covid-19 Business Interruption on the sole basis that the Policy, contracted and paid for with premiums, does not provide coverage for the "physical damage or physical loss" caused by the actions of Murphy.

6. An actual case or controversy exists regarding Plaintiff's rights and Hartford's obligations under the Policy to reimburse Plaintiff for the full amount of, inter-alia, Business

Income losses incurred by Plaintiff in connection with the “physical damage or physical loss” due to the suspension of their business stemming from the Stay-at-Home Order(s) intended to mitigate the Covid-19 pandemic.

WHEREFORE, Plaintiff, RCC hereby demands judgment pursuant to the Declaratory Judgment Act, N.J.S.A. 2A:16-50 et seq., against the Defendant, Hartford Insurance Group a/k/a the Hartford d/b/a Hartford Fire Insurance Company, as follows: (1) Issuing a Declaratory Judgment declaring the Parties’ rights and obligations under the insurance policy; (2) Awarding Plaintiff compensatory damages from Hartford’s breach of the insurance policy in an amount to be determined at trial, together with appropriate prejudgment interest at the maximum rate allowable by law; (3) Awarding Plaintiff costs and reasonable attorney’s fees; and (4) Awarding such other and further relief the Court deems just, proper, and equitable.

COUNT II

(Against Hartford for Breach of Contract – Business Income Coverage)

1. Plaintiff repeats and re-alleges each and every allegation previously set forth in this complaint as if fully set forth at length herein.

2. Plaintiff’s Policy is a contract under which Defendant, Hartford, was paid premiums in exchange for its promise to indemnify Plaintiff’s losses for claims covered by the Policy.

3. Pursuant to inter-alia form PC 00 20 01 18 Property Choice – Business Income and Extra Expense Coverage Form, Defendant, Hartford, agreed to indemnify Plaintiff for inter-alia

“the actual loss of Business Income...and the actual, necessary and reasonable Extra Expense [the Plaintiff incurred] due to the necessary interruption of [Plaintiff’s] business operations during the Period of Restoration due to direct physical loss of or direct physical damage to property caused by or resulting from a Covered Cause of Loss”.

4. “Interruption” under the Policy is defined as a “slowdown or cessation of any part of your business activities”, for which Defendant, Hartford, agreed to pay for loss of Business Income during the “period of restoration.”

5. “Business Income” under the Policy is defined as the “Net Income (Net Profit or Net Loss before income taxes), including Rental Income and Royalties, that would have been earned or incurred” as well as “[c]ontinuing normal operating expenses incurred, including Payroll Expenses.”

6. The Stay-at-Home Order has caused and continues to cause “direct physical loss and physical damage” to Plaintiff’s “Scheduled Premises” requiring by its own terms suspension of operations.

7. “[P]hysical damage or physical loss” caused by the Stay-at-Home Order, which cancelled, inter-alia, “[g]atherings of individuals, such as parties, celebrations, or other social events”, the source of Plaintiff’s ‘Business Income’, triggered the Business Income provision of Plaintiff’s Policy.

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

9. By denying coverage for any Business Income losses incurred by Plaintiff as a result of the “physical damage or physical loss” caused by civil authority Stay-at-Home Order intended to mitigate the Covid-19 pandemic, Hartford has breached its coverage obligations under the Policy.

10. As a result of Defendant, Hartford’s, breaches of the Policy, Plaintiff has sustained substantial damages for which Defendant, Hartford, is liable, in an amount to be established at trial.

WHEREFORE, Plaintiff, Rockleigh Country Club, LLC, hereby demands judgment against the Defendant, Hartford Insurance Group a/k/a the Harford d/b/a Hartford Fire Insurance

Company, as follows: (1) Issuing a Declaratory Judgment declaring the Parties' rights and obligations under the insurance policy; (2) Awarding Plaintiff compensatory damages from Hartford's breach of the insurance policy in an amount to be determined at trial, together with appropriate prejudgment interest at the maximum rate allowable by law; (3) Awarding Plaintiff costs and reasonable attorney's fees; and (4) Awarding such other and further relief the Court deems just, proper, and equitable.

COUNT III

(Against Hartford for Declaratory Judgment – Civil Authority Coverage)

1. Plaintiff repeats and re-alleges each and every allegation set forth previously in the prior Counts as if fully set forth herein.

2. Plaintiff's Policy is a contract under which Defendant, Hartford, was paid premiums in exchange for its promise to indemnify Plaintiff's losses for claims covered by the Policy.

3. Those premiums were enhanced by the purchase of additional coverage for civil authority.

4. Plaintiff has complied with all applicable provisions of the Policy and/or those provisions have been waived by Hartford or Hartford is estopped from asserting them, and yet Hartford has abrogated its insurance coverage obligations pursuant to the Policy' clear and unambiguous terms and has wrongfully and illegally refused to provide coverage to which Plaintiff is entitled.

5. Defendant, Hartford, has denied Plaintiff's claims related to Covid-19 Business Interruption on the basis that the Policy, contracted and paid for with premiums, does not provide coverage for "physical damage or physical loss" caused by the Stay-at-Home Order.

6. An actual case or controversy exists regarding Plaintiff's rights and Hartford's obligations under the Policy to reimburse Plaintiff for the full amount of Business Income losses incurred by Plaintiff in connection with the suspension of their business due to "physical damage

or physical loss” to the Premises stemming from the civil authority Stay-at-Home Order intended to mitigate the Covid-19 pandemic.

WHEREFORE, Plaintiff, Rockleigh Country Club, LLC, demand judgment pursuant to the Declaratory Judgment Act, N.J.S.A. 2A:16-50 et seq., against the Defendant, Hartford Insurance Group a/k/a the Hartford d/b/a Hartford Fire Insurance Company, as follows: (1) Issuing a Declaratory Judgment declaring the Parties’ rights and obligations under the insurance policy; (2) Awarding Plaintiff compensatory damages from Hartford’s breach of the insurance policy in an amount to be determined at trial, together with appropriate prejudgment interest at the maximum rate allowable by law; (3) Awarding Plaintiff costs and reasonable attorney’s fees; and (4) Awarding such other and further relief the Court deems just, proper, and equitable.

COUNT IV

(Against Hartford for Breach of Contract – Civil Authority Coverage)

1. Plaintiff repeats and re-alleges each and every set forth previously as if fully set forth herein.

2. Plaintiff’s Policy is a contract under which Defendant, Hartford, was paid premiums in exchange for its promise to indemnify Plaintiff’s losses for claims covered by the Policy.

3. Pursuant to Form PC 26 02 01 18 Property Choice Business Income and Extra Expense Coverage Form – Additional Coverages, Defendant, Hartford, promised to provide coverage due to “Civil Authority”, which promises to pay “the actual loss of Business Income [Plaintiff] sustain[s] and the actual, necessary and reasonable Extra Expense [incurred] when access to the [Premises] is specifically prohibited by order of a civil authority[.]”

4. The Stay-at-Home Order triggered the “Civil Authority” provision under Plaintiff’s Policy by specifically closing the “brick-and-mortar premises of all non-essential retail businesses” and “all recreational and entertainment businesses.”

5. Plaintiff paid additional premiums for this additional coverage and has complied with all applicable provisions of their Policy and/or those provisions have been waived by Hartford or Hartford estopped from asserting them, and yet Hartford has abrogated its insurance coverage obligations pursuant to the Policy's clear and unambiguous terms.

6. By denying coverage for any Business Income losses incurred by Plaintiff as a result of "physical damage or physical loss" due to the Stay-at-Home Order intended to mitigate the Covid-19 pandemic, Hartford has breached its coverage obligations under the Policy.

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

WHEREFORE, Plaintiff, Rockleigh Country Club, LLC, hereby demands judgment against the Defendant, Hartford Insurance Group a/k/a the Hartford d/b/a Hartford Fire Insurance Company, as follows: (1) Issuing a Declaratory Judgment declaring the Parties' rights and obligations under the insurance policy; (2) Awarding Plaintiff compensatory damages from Hartford's breach of the insurance policy in an amount to be determined at trial, together with appropriate prejudgment interest at the maximum rate allowable by law; (3) Awarding Plaintiff costs and reasonable attorney's fees; and (4) Awarding such other and further relief the Court deems just, proper, and equitable.

COUNT V

(Against Hartford for Declaratory Judgment – Extra Expense Coverage)

1. Plaintiff repeats and realleges each and every in the prior Counts previously as if fully set forth at length herein.

2. Plaintiff's Policy is a contract under which Defendant, Hartford, was paid premiums in exchange for its promise to indemnify Plaintiff's losses for claims covered by the Policy.

3. Plaintiff has complied with all applicable provisions of the Policy and/or those provisions have been waived by Hartford or Hartford is estopped from asserting them, and yet Hartford has abrogated its insurance coverage obligations pursuant to the Policy' clear and unambiguous terms and has wrongfully and illegally refused to provide coverage to which Plaintiff is entitled.

4. Defendant, Hartford, has denied Plaintiff's claims related to Covid-19 Business Interruption on the basis that the Policy, contracted and paid for with premiums, does not provide coverage for the "physical damage or physical loss" caused by the Stay-at-Home Order.

5. An actual case or controversy exists regarding Plaintiff's rights and Hartford's obligations under the Policy to reimburse Plaintiff for the full amount of Business Income losses incurred by Plaintiff in connection with the suspension of their business due to "physical damage or physical loss" to the Premises stemming from the Stay-at-Home Order intended to mitigate the Covid-19 pandemic.

WHEREFORE, Plaintiff, Rockleigh Country Club, LLC, demand judgment pursuant to the Declaratory Judgment Act, N.J.S.A. 2A:16-50 et seq., against the Defendant, Hartford Insurance Group a/k/a the Hartford d/b/a Hartford Fire Insurance Company, as follows: (1) Issuing a Declaratory Judgment declaring the Parties' rights and obligations under the insurance policy; (2) Awarding Plaintiff compensatory damages from Hartford's breach of the insurance policy in an amount to be determined at trial, together with appropriate prejudgment interest at the maximum rate allowable by law; (3) Awarding Plaintiff costs and reasonable attorney's fees; and (4) Awarding such other and further relief the Court deems just, proper, and equitable.

COUNT VI

(Against Hartford for Breach of Contract – Extra Expense Coverage)

1. Plaintiff repeats and realleges each and every allegation previously made as if fully set forth herein.

2. Plaintiff's Policy is a contract under which Defendant, Hartford, was paid premiums in exchange for its promise to indemnify Plaintiff's losses for claims covered by the Policy.

3. Pursuant to Form PC 00 20 01 18 Property Choice – Business Income and Extra Expense Coverage Form, Defendant, Hartford, also promised to indemnify Plaintiff for "Extra Expense" incurred by the Plaintiff.

4. "Extra Expense" under the Policy is defined as "actual, necessary and reasonable expenses [Plaintiff incurred] during the Period of Restoration that [] would not have [been] incurred if there had been no direct physical loss of or direct physical damage to ["Scheduled Premises"] caused by or resulting from a Covered Cause of Loss[.]"

5. "Extra Expense" includes those expenses incurred to "[a]void or minimize the suspension of business and to continue operations at a "Scheduled Premises" or at replacement premises or temporary locations, including relocation expense and cost to equip and operate the replacement location or temporary location [and] minimize the suspension of business I you cannot continue operations.

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

7. By denying coverage for any Business Income losses incurred by Plaintiff due to "physical damage or physical loss" as a result of the Stay-at-Home Order intended to mitigate the Covid-19 pandemic, Hartford has breached its coverage obligations under the Policy.

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

WHEREFORE, Plaintiff, Rockleigh Country Club, LLC, demand judgment against the Defendant, Hartford Insurance Group a/k/a the Hartford d/b/a Hartford Fire Insurance Company, as follows: (1) Issuing a Declaratory Judgment declaring the Parties' rights and obligations under the insurance policy; (2) Awarding Plaintiff compensatory damages from Hartford's breach of the insurance policy in an amount to be determined at trial, together with appropriate prejudgment interest at the maximum rate allowable by law; (3) Awarding Plaintiff costs and reasonable attorney's fees; and (4) Awarding such other and further relief the Court deems just, proper, and equitable.

COUNT VII

(Against Hartford for Breach of the Covenant of Good Faith and Fair Dealing)

1. Plaintiff repeats and realleges each and every allegation previously as if set forth at length herein.

2. As is more fully set forth in the Counts I through VI of Plaintiff's Complaint, Defendant Hartford, breached its contract of insurance with the Plaintiff by failing and/or refusing to provide Plaintiff with coverage for the loss involved herein, and by failing and/or refusing to pay the Plaintiff's claim herein.

3. Implied into every contract including the contract of insurance entered into between Plaintiff and Defendant Hartford was a covenant that each party to the contract would act in good faith and would deal fairly with one another.

4. Defendant Hartford has breached this implied covenant of good faith and fair dealing by failing and refusing to provide Plaintiff with coverage for the loss involved herein and by failing to remit payment of Plaintiff's claim herein.

5. By reason of Defendant Hartford's breach of the implied covenant of good faith and fair dealing, Plaintiff is entitled to recover, among other things, compensatory, consequential and punitive damages.

WHEREFORE, Plaintiff, Rockleigh Country Club, LLC, demand judgment against the Defendant, Hartford Insurance Group a/k/a the Hartford d/b/a Hartford Fire Insurance Company, as follows: (1) Compensatory damages; (2) Consequential damages; (3) Punitive damages pursuant to N.J.S.A. §2A:15-5.9 et seq. of five times compensatory damages or \$350,000 whichever is greater; (4) Attorney's fees, interest and costs of suit; and (5) Such other and further relief as the Court deems just and proper.

COUNT VIII

(Against Hartford and Strategic for Bad Faith in the Refusal to Pay Plaintiff's Claim)

1. Plaintiff repeats and re-alleges each and every allegation set forth in the prior Counts as if fully set forth at length herein.

2. Defendant, Hartford Insurance Group a/k/a the Hartford d/b/a Hartford Fire Insurance Company, is an insurance agency engaged in the business of, inter-alia, selling property and casualty and other types of insurance to the public.

3. Defendant, Strategic Insurance Partners, Inc., procured Plaintiff's policy of insurance with the Defendant Hartford which is at issue herein.

4. At the time the Defendant Strategic procured the operative policy of insurance on Plaintiff's behalf they held themselves out to the public as having the skill and expertise necessary to determine the types and amounts of insurance required by the insureds to obtain appropriate insurance coverage for their properties.

5. Plaintiff relied on the Defendant Strategic's skill, expertise and advice in purchasing its policy of insurance with Defendant Hartford.

6. Promptly after the occurrence of the loss herein Plaintiff gave notice of the loss to Defendant Hartford and Strategic. Strategic falsely advised RCC there was no coverage.

7. The notice which Plaintiff gave Defendants Hartford and Strategic of the subject loss is binding on the Defendants in that the Defendants were agents or other representatives of Defendant Hartford and authorized to receive Plaintiff's notice of loss.

8. Defendant Hartford's failure and refusal to pay Plaintiff's claim allegedly because no "Covered Cause of Loss" occurred, which is contrary to New Jersey law, constitutes bad faith handling of Plaintiff's claim herein.

9. By reason of Defendant Hartford's bad faith handling of Plaintiff's claim, Plaintiff is entitled to recover, among other things, consequential damages and punitive damages.

WHEREFORE, Plaintiff, Rockleigh Country Club, LLC, demand judgment against the Defendant, Hartford Insurance Group a/k/a the Hartford d/b/a Hartford Fire Insurance Company, as follows: (1) Compensatory damages; (2) Consequential damages; (3) Punitive damages pursuant to N.J.S.A. §2A:15-5.9 et seq. of five times compensatory damages or \$350,000 whichever is greater; (4) Attorney's fees, interest, and costs of suit; and (5) Such other and further relief as the Court deems just and proper.

COUNT IX

(Against Hartford for Tortuous Interference with Prospective Economic Advantage)

1. Plaintiff repeats and re-alleges each and every allegation in the Facts as set forth in the prior Counts as if fully set forth herein.

2. As already alleged, Plaintiff is New Jersey limited liability company that provides event space and planning services for, inter-alia, weddings, social events, and parties.

3. As alleged, Executive Order 107, which was intended to mitigate the spread of Covid-19, issued by Governor Murphy forced Plaintiff's business to close and shut down all operations.

4. Further, Governor Murphy through the Stay-at-Home Order cancelled all “[g]atherings of individuals, such as parties, celebrations, or other social events[.]”

5. As previously alleged, Defendant Hartford has denied coverage under Plaintiff’s Business Interruption Policy for the reasons that no “Covered Cause of Loss” has occurred.

6. As a direct and continuing result of Governor Murphy’s Stay-at-Home Order and Defendant Hartford’s denial of coverage, Plaintiff has been forced to cancel numerous pre-planned events.

7. Defendant Hartford has unreasonably and actually interfered with numerous contractual relationships between Plaintiff and its sponsors.

8. In addition, due to Hartford’s failure to honor its policy these cancellations have caused a severe, negative impact on Plaintiff’s reputation within the community, including, but not limited to posts on social media.

WHEREFORE, Plaintiff, Rockleigh Country Club, LLC, demand judgment against the Defendants, Hartford Insurance Group a/k/a The Hartford d/b/a Hartford Fire Insurance Company and Strategic Insurance Partners, Inc., jointly and severely on account of their tortious interference with the contractual relationships of Plaintiff as follows: (1) For compensatory and consequential damages; (2) Reasonable attorney’s fees and expenses, costs of suit; and (3) Such other and further relief as the Court deems just and proper.

COUNT X

(Against Hartford for Promissory Estoppel – Reasonable Expectation of Coverage)

1. Plaintiff repeats and re-alleges each and every allegation set forth previously in the prior Counts as if fully set forth at length herein.

2. As already alleged, Plaintiff through its insurance broker, Defendant Strategic, purchased the policy of insurance at issue herein from Defendant Hartford.

3. The Plaintiff has paid hundreds-of-thousands of dollars in premiums for the reasonable expectation of coverage under the terms of the Policy.

4. Plaintiff's Policy in its declarations and otherwise is a clear and definite set of promises for indemnification and coverage for numerous different causes including, but not limited to those contained within this Complaint.

5. It is reasonable to assume that under the circumstances as presented here and the declarations contained in the policy that RCC would be covered for the above described loss.

6. RCC had a reasonable expectation of coverage under the circumstances presented.

7. Defendant Hartford has wrongfully denied coverage under Plaintiff's Policy.

8. Furthermore, Defendant Hartford has wrongfully denied a defense for those related claims against Plaintiff, significantly harming Plaintiff's reputation within the community.

9. As alleged throughout this Complaint, the coverages provided within the policy clearly contemplate the current situation, where Governor Murphy (the chief executive of the State of New Jersey) would take action forcing Plaintiff to close its business operations, especially under the additionally purchased "Civil Authority" provisions of the policy for which extra premiums were paid.

10. Even if the Court is unpersuaded that coverage is available through the policy, Plaintiff had a reasonable expectation of coverage under the Policy which is ambiguous and should be interpreted broadly to the extent possible to satisfy RCC's reasonable expectation of coverage.

11. Plaintiff's detrimental reliance upon the coverages contained within the Policy has caused Plaintiff substantial damages to both its business and its reputation within the community.

WHEREFORE, Plaintiff, Rockleigh Country Club, LLC, demand judgment against the Defendant(s), Hartford and Strategic, on account of Plaintiff's detrimental reliance on the Policy

as follows: (1) For compensatory and consequential damages; (2) Reasonable attorney's fees and expenses, costs of suit; and (3) Such other and further relief as the Court deems just and proper.

COUNT XI

(Against Hartford – Duty to Defend)

1. Plaintiff repeats and re-alleges each and every allegation in the Facts Common to All Counts and as set forth in the prior Counts as if fully set forth herein.

2. As already alleged, Plaintiff through its insurance broker, Defendant Strategic, purchased the policy of insurance at issue herein from Defendant Hartford.

3. Defendant Hartford has a duty to defend Plaintiff for “‘property damage’ [that] is caused by an ‘occurrence’”.

4. “Property Damage” as defined under the Policy means:

...

Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it.

5. “Occurrence” as defined under the Policy means “an accident, *including continuous or repeated exposure to substantially the same general harmful conditions.*”

6. Plaintiff has been sued, inter-alia, in a civil complaint in the Superior Court of New Jersey, Bergen County/Law Division under Docket No. BER-L-3516-20 for breach of contract as a direct result of Governor Murphy's Stay-at-Home Order which, inter-alia, caused the loss of use to tangible property even if not physically injured.

7. Defendant Hartford has refused its duty to defend Plaintiff from those claims asserted against Plaintiff directly resulting from “property damage” whether or not caused by an “occurrence”. (“Exhibit B”)

WHEREFORE, Plaintiff, Rockleigh Country Club, LLC, demand judgment against the Defendants, Hartford Insurance Group a/k/a The Hartford d/b/a Hartford Fire Insurance Company, on account of Defendant Hartford's refusal in its duty to defend Plaintiff against suit

arising under the Policy as follows: (1) Attorney's fees and costs spent by Plaintiff in its own defense; (2) For compensatory and consequential damages; (3) Reasonable attorney's fees and expenses, costs of suit; and (4) Such other and further relief as the Court deems just and proper.

COUNT XII

(Against Hartford and Strategic for Equitable Fraud)

1. Plaintiff repeats and re-alleges each and every allegation in the Facts Common to All Counts and as set forth in the prior Counts as if fully set forth herein.

2. As already alleged, Plaintiff through its insurance broker, Defendant Strategic, purchased the policy of insurance at issue herein from Defendant Hartford.

3. Strategic assured RCC that there would be coverage for losses such as the loss which has occurred here where through no fault of their own RCC was prohibited from performing under their contracts.

4. Also as previously alleged, Defendant Hartford has denied coverage under Plaintiff's Policy denying the facts and circumstances of the damages resulting from the Stay-at-Home Order, which is a covered cause of loss.

5. Defendants, Strategic and Hartford, represented to the Plaintiff that those covered causes of loss would include a situation like that alleged herein involving Covid-19.

6. Plaintiff relied upon the Policy and the representations of Hartford and Strategic for coverage and indemnification of numerous different occurrences including, but not limited to, those already alleged herein.

7. Plaintiff's reliance upon the representations of Defendant Hartford and Strategic has and continues to cause damage from Defendant Hartford's refusal to pay, inter-alia, those business income losses incurred by Plaintiff.

WHEREFORE, Plaintiff, Rockleigh Country Club, LLC, demand judgment against the Defendants, Hartford Insurance Group a/k/a The Hartford d/b/a Hartford Fire Insurance

Company and Strategic Insurance Partners, jointly and severely on account of Plaintiff's detrimental reliance on the Policy as follows: (1) Reformation of the Policy herein at issue; (2) For compensatory and consequential damages; (3) Reasonable attorney's fees and expenses, costs of suit; and (4) Such other and further relief as the Court deems just and proper.

COUNT XIII

(Against Hartford and Strategic – Consumer Fraud)

1. Plaintiff repeats and re-alleges each and every as set forth in the prior Counts as if fully set forth at length herein.

2. Plaintiff is a consumer as defined by the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, et seq. (the "Act").

3. As such a consumer, Plaintiff is to be protected from deceptive practices from Defendant Hartford.

4. Plaintiff through Defendant Strategic, who upon information and belief is an agent of Defendant Hartford, purchased an '**all risk**' policy of insurance from Defendant Hartford.

5. As already alleged previously the Policy contained, inter-alia, business interruption coverage due to "Civil Authority".

6. "Civil Authority" coverage is defined within the Policy as "when access to your "Scheduled Premises" is specifically prohibited by **order of a civil authority...**"

7. While "Covered Cause of Loss" is defined within the Policy as "direct physical loss or direct physical damage" there is no definition within the Policy for "direct physical loss or direct physical damage".

8. The Plaintiff has a reasonable expectation that the current Covid-19 outbreak and subsequent Executive Orders, which inter-alia forced Plaintiff's business operations to close are exactly the kind of "Covered Cause of Loss" contemplated under the "Civil Authority" coverage, and "Business Interruption" coverage among other provisions within the Policy.

9. Defendant Hartford wrongfully denied coverage under Plaintiff's Policy.

10. Defendants, Hartford and Strategic, have engaged in an "act, use or employment...of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation...in connection with the sale or advertisement of any merchandise...or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby" in violation of the Consumer Fraud Act.

11. As a direct and proximate result of Defendant's deceptive and unfair trade practices in violation of the Consumer Fraud Act, Plaintiff has sustained an ascertainable loss.

WHEREFORE, Plaintiff, Rockleigh Country Club, LLC, demand judgment against the Defendants, Hartford Insurance Group a/k/a The Hartford d/b/a Hartford Fire Insurance Company and Strategic Insurance Partners, Inc., on account of their misrepresentations and deceptive and unfair trade practices as follows: (1) Issuing a Declaratory Judgment declaring the Parties' rights and obligations under the insurance policy; (2) Awarding Plaintiff compensatory damages from Defendant Hartford's breach of the insurance policy in an amount to be determined at trial, together with appropriate prejudgment interest at the maximum rate allowable by law; (3) Awarding Plaintiff treble damages under the CFA along with costs and reasonable attorney's fees; and (4) Awarding such other and further relief the Court deems just, proper, and equitable.

COUNT XIV

(Against Hartford and Strategic for both Misrepresentation and Promissory Estoppel)

1. Plaintiff repeats and re-alleges each and every allegation in the Facts Common to All Counts and as set forth previously in the prior Counts as if fully set forth herein.

2. Defendant Strategic was the insurance broker who procured the Policy at issue herein from Defendant Hartford; both of whom represented certain material facts to RCC that there

would be coverage in the event of a loss arising from facts and circumstances akin to what has transpired here.

3. According to Strategic and Hartford there would be coverage for the loss in the event Business was interrupted for reasons beyond the control of RCC.

4. Plaintiff relied upon the statements of Defendant Strategic to place the appropriate insurance coverage for RCC and upon the statements of defendant Hartford to provide the insurance and coverage requested by RCC which is the cause of the loss which is the subject of this action.

5. However, as shown by the denial letters of defendant Hartford, and the language quoted in the denial letters referring to certain obscure policy language, from the very beginning there was never any intent to honor either those promises or representations made to plaintiff.

6. The Defendant Hartford has denied Plaintiff's claim herein by contending, inter-alia, that "since the coronavirus did not cause property damage at your place of business or in the immediate area, this business income loss is not covered" under the Policy with Defendant Hartford and, as such, that Defendant Hartford is not obligated to provide coverage to the Plaintiff nor to pay the Plaintiff's claim. This is absurd.

7. Although Plaintiff denies that the loss involved herein is "did not cause property damage at [Plaintiff's] place of business or in the immediate area" and denies that Defendant Hartford has no obligation to provide coverage, Plaintiff alleges that if it were ultimately to be found that Defendant Hartford is not obligated to provide coverage, then such lack of coverage was both a misrepresentation of Hartford & Strategic and will have been caused in whole or part by the failure of Defendant Strategic procure a policy of insurance on the Plaintiff's behalf providing for coverage of losses such as the one involved herein for which RCC was assured there would

be coverage, relied on those assurances and paid hundreds of thousands of dollars in premiums for those assurances.

8. Any such negligence of Defendant Strategic in failing to obtain proper insurance coverage for the Plaintiff will have directly and proximately caused damage to the Plaintiff.

9. By reason of any such negligence of Defendant Strategic, the Plaintiff will have been caused to suffer damages in an amount equal to the loss it sustained which is sued on herein and which is not paid for by the Defendant Hartford.

10. Hartford and strategic knew their promises were false.

11. Hartford and strategic knew these promises were false at the time they were made and knew RCC would rely on these promises.

12. Further; shortly after the outbreak of covid-19 Hartford has engaged in a pattern of conduct to deny all claims regardless of the validity of the claim and is denying all claims despite knowledge their policyholders would rely on the promises of defendant Hartford. Strategic has participated in this conduct.

WHEREFORE, Plaintiff, Rockleigh Country Club, LLC, demand judgment against the Defendants Hartford and Strategic Insurance Partners, Inc. as follows: (1) For compensatory and consequential damages; (2) Reasonable attorney's fees and expenses, costs of suit; and (3) Punitive damages pursuant to N.J.S.A. §2A:15-5.9 et seq. of five times compensatory damages or \$350,000 whichever is greater; and (4) Such other and further relief as the Court deems just and proper.

COUNT XV

(Against Strategic for Breach of Fiduciary Duty)

1. Plaintiff repeats and realleges each and every allegation in the Facts Common to All Counts and as set forth in the prior Counts as if fully set forth herein.
2. At all times relevant herein Defendant Strategic was the agent(s) or other representative(s) of the Plaintiff who owed a fiduciary duty to the Plaintiff to act in the Plaintiff's best interests.
3. Defendant Strategic breached their fiduciary duty to the Plaintiff by reason of, among other things, their failure to procure a policy of insurance for the Plaintiff providing Plaintiff with appropriate and adequate coverage, including coverage for the loss and type of loss sustained herein.
4. Defendant Strategic's breach of their fiduciary duty to the Plaintiff has caused damage to the Plaintiff.
5. In addition, Plaintiff is entitled to recover punitive damages from strategic on account of their breach of fiduciary duty.

WHEREFORE, Plaintiff, Rockleigh Country Club, LLC, demand judgment against the Defendant, Strategic Insurance Partners, Inc., on account of their negligently failing to procure a policy of insurance on Plaintiff's behalf containing the appropriate coverage as follows: (1) For compensatory and consequential damages; (2) Reasonable attorney's fees and expenses, costs of suit; and (3) Such other and further relief as the Court deems just and proper.

COUNT XVI

(Against Governor Murphy and State of New Jersey for Declaratory Relief and Damages for Violations of the Takings Clause of the New Jersey and Federal Constitutions)

1. Plaintiff repeats and re-alleges each and every allegation as set forth in the prior Counts as if fully set forth at length herein.

2. While this complaint is primarily against Hartford and Strategic; in order to inter-alia protect RCC's rights in the unlikely event there is no coverage for RCC's loss and to permit Murphy to participate as an interested party pursuant to inter-alia N.J.S.A §59:9-2(e) and under mandatory rules of joinder and to protect Hartford's rights of subrogation it is necessary to name Murphy and the State of New Jersey as additional defendants in this action.

3. Defendant Murphy, State of New Jersey, is the governmental authority that enforces the provisions of the Federal and New Jersey Constitution(s); is the guarantor of certain rights under its Constitution and the US constitution through the 14th Amendment which proclaims, "All persons are by nature free and independent and have certain natural and unalienable rights, among which are those of enjoying and defending life and liberty, or acquiring, possessing and protecting property, and of pursuing and obtaining safety and happiness." N.J. Const. art. I, ¶ 1. In recognition of those inherent freedoms, the Constitution guarantees equal protection of the laws, N.J. Const. art. I, ¶ 5. Further, "[p]rivate property shall not be taken for public use without just compensation." N.J. Const. art. I, ¶ 20. This right has been held to be "coextensive with protection under the Federal Constitution." Mansoldo v. State, 187 N.J. 50, 58 (2006).

4. Defendants, Governor Murphy and State of New Jersey, have violated Plaintiff's Civil Rights with the implementation and enforcement of Executive Order 107 et seq., and have denied Plaintiff the economic use and enjoyment of his property by forcing Plaintiff to suspend its business and have also directly interfered with Plaintiff's already negotiated contracts to provide services denying Plaintiff the economic use of its property.

5. As a direct result of Defendant, Governor Murphy and State of New Jersey's, actions Plaintiff has had its property taken without just compensation.

6. Although not required; Plaintiff has given notice of claim.

WHEREFORE, Plaintiff, Rockleigh Country Club, LLC, demands judgment against the Defendants, Philip D. Murphy, Governor of the State Of New Jersey, and State of New Jersey as follows: (1) Awarding Plaintiff compensatory and consequential damages and such other and further relief the Court deems just, proper, and equitable.

NEWMAN & DENBURG, LLC

Attorneys for Plaintiff

Dated: July 10, 2020

Gary S. Newman, Esq.

JURY DEMAND

Pursuant to Rule 4:35-1, Plaintiff hereby demands a jury trial on Counts 7,12,13,14 &16 herein presented.

NEWMAN & DENBURG, L.L.C.

Attorneys for Plaintiffs

Dated: July 10, 2020

Gary S. Newman, Esq.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Gary S. Newman, Esq., has been designated as trial counsel in the above-captioned matter.

NEWMAN & DENBURG, L.L.C.

Attorney for Plaintiff

Dated: July 10, 2020

Gary S. Newman, Esq.