

<b>RETURN DATE: MAY 4, 2021</b>	:	<b>SUPERIOR COURT</b>
	:	
<b>GREAT MEADOW CAFÉ, LLC</b>	:	<b>J.D. OF HARTFORD</b>
	:	
	:	<b>AT HARTFORD</b>
<b>V.</b>	:	
	:	
<b>THE CINCINNATI INSURANCE</b>	:	
<b>COMPANY</b>	:	<b>APRIL 9, 2021</b>

### **COMPLAINT**

1. On March 10, 2020, as a result of the coronavirus disease (“COVID-19”), the Governor of the State of Connecticut declared a public health and civil preparedness emergency throughout the State of Connecticut, which declaration was renewed on September 1, 2020 and on January 26, 2021 and is to remain in effect until April 20, 2021, unless terminated earlier.

2. On March 16, 2020, in response to the COVID-19 pandemic, the Governor of the State of Connecticut ordered all restaurants, including Great Meadow Café, LLC d/b/a River, A Waterfront Restaurant and Bar (“Great Meadow Café” or “Plaintiff”), to close and prohibited service other than food and non-alcoholic beverage take-out and delivery service because of the coronavirus disease in Connecticut. The orders also prohibited, through stay-at-home mandates and travel restrictions, all non-essential movement by all Connecticut residents.

3. As of May 20, 2020, Plaintiff was permitted to resume servicing customers at its restaurant on a limited basis pursuant to an order from the Governor of the State of Connecticut, which order of limited operations with modifications remained as of the date of this complaint and is expected to remain in effect through April 20, 2021.

4. As a result of the government-ordered closure and limited capacity operations of Great Meadow Café's restaurant, the Plaintiff suffered a direct physical loss of access to its restaurant, customers at its restaurant, and the ability to service customers in its restaurant facility. Great Meadow Café has suffered significant financial losses over the past year which continue to accrue due to the loss at the premises.

5. As of the date of this Complaint, there have been more than 308,000 confirmed cases of coronavirus in Connecticut and more than 70,000 are in Hartford County where Great Meadow Café is located.

6. Great Meadow Café purchased an all-risk commercial property insurance policy from The Cincinnati Insurance Company ("Cincinnati" or "Defendant") to protect it in the event of direct loss to Great Meadow Café's property and 100 Great Meadow Road, including business interruption. COVID-19 and the resulting government response has caused physical loss of Great Meadow Café's property and has interrupted Great Meadow Café's business. Cincinnati, however, has refused to honor its promise to provide the protection that Great Meadow Café purchased.

7. Great Meadow Café's claims are for declaratory judgment, breach of contract, and breach of the duty of good faith and fair dealing arising from Cincinnati's refusal to pay insurance claims related to COVID-19 as required by the property insurance agreement it sold to Great Meadow Café.

#### **The Parties**

8. The Plaintiff Great Meadow Café, LLC is a Connecticut Limited Liability Company that does business as and owns River, A Waterfront Restaurant and Bar, located at 100 Great Meadow Road, Wethersfield, Connecticut (the "Covered Property").

9. The Defendant The Cincinnati Insurance Company is an Ohio property and casualty insurance company with a principal place of business located at 6200 S. Gilmore Road, Fairfield, Ohio and is licensed by the State of Connecticut Insurance Department to write certain insurance policies, including a property and casualty insurance policy issued to Great Meadow Café.

### **The Policy**

10. Cincinnati issued a property and casualty policy to Great Meadow Café, Policy No. 05EPP0482787, with effective dates of April 11, 2019 to April 11, 2022, which included Commercial Property Coverage for the Insured Property (the “Policy”).

11. At all times material hereto, all premiums due under the Policy were paid and the Policy was in full force and effect.

12. The Policy provides Commercial Property Coverage for the Covered Property on an all-risk basis that covered all loss to Covered Property except for loss that is expressly and specifically excluded.

13. Cincinnati did not exclude or limit coverage for losses from viruses in the Policy. The Policy also did not exclude pandemic coverage, communicable disease coverage or anything similar.

### **Covered Losses**

14. Under the Policy, Cincinnati is obligated to pay for business interruption (“Business Income” coverage) losses sustained by Great Meadow Café due to the necessary suspension of operations caused by direct physical loss or physical damage to Plaintiff’s property at 100 Great Meadow Road, Wethersfield, Connecticut. “Business Income” means net income (net profit or loss before income taxes) that would have been earned or incurred in the absence of “loss” as well

as continuing normal operating expenses, including payroll. Coverage lasts during the “period of restoration” – beginning at the time of the direct loss and running through the earlier of (a) the date the property should be repaired, rebuilt or is replaced with reasonable speed and similar quality; (b) the date when business is resumed at a new permanent location; or (c) twelve months after the date of direct physical loss. A “slowdown or cessation” of business activities constitutes a “suspension” under the Policy. Great Meadow Café has suffered lost Business Income because its business operations were suspended due to COVID-19.

15. Under the Policy, Cincinnati is obligated to pay for expenses incurred to minimize suspension of business (“Extra Expense” coverage). Extra Expenses are expenses to avoid or minimize suspension of business whether or not operations are able to continue and to repair or replace property. Great Meadow Café has suffered Extra Expenses because it has suspended operations due to COVID-19 to prevent physical damages to the premises by the presence or proliferation of the virus and the physical harm it could cause persons present there.

16. Under the Policy, Cincinnati will pay “Extended Business Income” coverage, which promises to pay for actual loss due to the necessary suspension of operations caused by accidental physical loss or accidental physical damage to the Covered Property. Great Meadow Café has suffered lost Extended Business Income because it has suspended operations of its business due to COVID-19.

17. Under the Policy, "Covered Cause of Loss" means "direct 'loss' unless the 'loss' is excluded or limited" therein.

18. The Policy defines "loss" to mean "accidental physical loss or accidental physical damage."

19. Absent an exclusion or limitation, the Policy provides coverage under these provisions where the policyholder sustains (i) direct "accidental physical loss" to property, *or* (ii) direct "accidental physical damage" to property.

20. Cincinnati did not exclude or limit coverage for losses from viruses in the Policy it sold to Plaintiff. The Policy also does not exclude pandemic coverage, communicable disease coverage or anything similar.

21. Losses caused by COVID-19 and the related governmental orders triggered the Business Income, Extra Expense, and Extended Business Income provisions of the Policy.

### **The Pandemic**

22. COVID-19 is a highly contagious virus that spreads more efficiently than influenza. The virus has rapidly spread and continues to spread across the United States and the world. It is a physical substance, human pathogen and can be present outside the human body in viral fluid particles. According to the Centers for Disease Control and Prevention ("CDC"), everyone is at risk of getting COVID-19. To date, over 30 million people have been infected and more than 500,000 have died in the United States alone.

23. COVID-19 is spread by a number of methods, including "community spread," meaning that some people have been infected and it is not known how or where they became exposed. Public health authorities, including the CDC, have reported significant ongoing community spread of the virus including instances of community spread in all 50 states.

24. Both asymptomatic and presymptomatic people are infectious.

25. The CDC has reported that a person can become infected with COVID-19 by touching a surface or object (like a table, floor, wall, furniture, desk, countertop, touch screen or

chair) that has the virus on it, and then touching their own mouth, nose or eyes. COVID-19 can and does live on and/or remains capable of being transmitted and active on inert physical surfaces.

26. More specifically, COVID-19 infections are spread through respiratory droplets and particles of different sizes which can be deposited on surfaces or objects. COVID-19 may persist on cardboard, plastic, and stainless steel for days.

27. COVID-19 also spreads through airborne transmission. Droplets and particles can linger in the air for minutes to hours.

28. COVID-19 has been transmitted by way of human contact with surfaces and items of physical property located at premises in Connecticut.

29. COVID-19 has been transmitted by human to human contact and interaction with premises in Connecticut.

30. COVID-19 has been transmitted by way of human contact with airborne COVID-19 particles emitted into the air at premises in Connecticut.

31. The presence of any COVID-19 particles renders items of physical property unsafe and the premises unsafe.

32. The presence of any COVID-19 particles on physical property impairs its value, usefulness and/or normal function.

33. The presence of any COVID-19 particles causes direct physical harm, direct physical damage and direct physical loss to property.

34. The presence of people infected with or carrying COVID-19 particles renders physical property in their vicinity unsafe and unusable, resulting in direct physical loss to that property.



35. The presence of people infected with or carrying COVID-19 particles at premises renders the premises, including property located at that premises unsafe, resulting in direct physical loss to the premises and property.

36. To reduce the spread of the disease, the CDC has recommended that businesses clean and disinfect all surfaces, prioritizing the most frequently touched surfaces.

37. COVID-19 has been declared a pandemic by the World Health Organization.

38. The COVID-19 pandemic is a public health crisis that has profoundly impacted American society, including the public's ability to patronize places like restaurants and bars.

39. The presence of COVID-19 has caused civil authorities throughout the country, including the Governor of Connecticut, to issue orders requiring the suspension of business at a wide range of establishments, including Great Meadow Café's businesses.

#### **Connecticut's Response**

40. As of March 16, 2020, Governor Ned Lamont of the State of Connecticut entered executive orders that recognized that the cancellation of gatherings of fifty (50) people or more and social distancing in smaller gatherings was necessary in order to contain and limit the spread of COVID-19.

41. On March 16, 2020, Governor Lamont ordered all restaurants in Connecticut, including Great Meadow Café, to close and prohibited service other than food and non-alcoholic beverage take-out and delivery service to combat the spread of COVID-19.

42. Great Meadow Café's River, A Waterfront Restaurant and Bar, was a functioning full-service restaurant and bar as of March 16, 2020 with many patrons and approximately seventy employees.

43. On April 10, 2020, Governor Lamont extended the March 16, 2020 order requiring that all restaurants in Connecticut to close and prohibiting service other than food and non-alcoholic beverage take-out and delivery service through May 20, 2020.

44. As a result of COVID-19 and the government-ordered closure of Great Meadow Café, it suffered a direct physical loss of access to its restaurant, bar, customers at its restaurant, and the ability to service customers in its restaurant facility.

45. As a result of COVID-19 and the government-ordered closure and restricted use of Great Meadow Café, Plaintiff was expressly forbidden by government decree from accessing and putting its property to use for the income-generating purposes for which the property was insured. These orders resulted in the immediate loss of use and access without any intervening conditions. In ordinary terms, this loss is unambiguously a "direct physical loss," and the Policy affords coverage.

46. Since March 16, 2020, the Governor of the State of Connecticut has issued numerous executive closure orders to prevent the spread of COVID-19, and has recognized that, to reduce the spread of COVID-19, the CDC and the Connecticut Department of Public Health ("DPH") recommend the implementation of community mitigation strategy to slow the transmission of COVID-19, including limitation on the size of gatherings, maintaining a safe distance from others, and wearing masks or face coverings.

47. On May 18, 2020, Governor Ned Lamont ordered all restaurants in Connecticut, including Great Meadow Café, to limit service of food and drink at their properties to outdoor dining only and continued to prohibit restaurants from providing indoor dining service at their properties and from selling alcohol without the sale of food through June 20, 2020.



48. On June 16, 2020, Governor Ned Lamont ordered that restaurants in Connecticut, including Great Meadow Café, could resume indoor dining only in compliance with Rules established by the Connecticut Department of Economic and Community Development (“DECD”), which limited indoor dining to 50% capacity.

49. As of November 6, 2020, after permitting restaurants to increase indoor dining to 75% capacity for a period of time, Governor Ned Lamont ordered that restaurants in Connecticut, including Great Meadow Café, were again limited to 50% of indoor capacity.

50. Governor Ned Lamont’s executive order restricting capacity at restaurants in Connecticut, including Great Meadow Café, remained in effect until March 19, 2021 and certain limitations are likely to continue in effect until at least April 20, 2021, unless terminated earlier.

51. As a result of COVID-19 and the government-ordered limitation on the use of Great Meadow Café, Plaintiff suffered a direct physical loss of access to its restaurant, bar, customers at its restaurant, and the ability to service customers in its restaurant facility.

52. Plaintiff was expressly forbidden by government decree from accessing and putting all of its property to use for the income-generating purposes for which the property was insured. These orders resulted, and continue to result, in loss and access to Great Meadow Café without any intervening conditions, which constitute "direct physical loss" under the Policy.

### **Claim and Denial**

53. In March 2020, Great Meadow Café submitted notice of loss to Cincinnati under its policy due to the presence of COVID-19 and the closure orders.

54. On March 24, 2020, Cincinnati acknowledged Great Meadow Café's notice of loss and the loss date of March 16, 2020 and ostensibly denied coverage for the losses sustained as a result of COVID-19 and the closure orders subject to a reservation of rights.

55. On June 12, 2020, Cincinnati issued another letter to Great Meadow Café, in which it denied coverage for Great Meadow Café's loss.

56. Upon information and belief, Cincinnati is using a form denial letter to deny coverage to all its insureds with policies similar to Plaintiff and is otherwise uniformly refusing to pay insureds under its policy for losses related to COVID-19.

**COUNT I – Declaratory Judgment – Business Income Coverage**

1.-56. Paragraphs 1 through 56 of this Complaint are incorporated by reference and realigned as paragraphs 1 through 56 of Count One if fully alleged herein.

57. The Declaratory Judgment Act, Connecticut General Statutes §52-59, allows this Court to declare the rights and other legal relations of the parties to this dispute.

58. An actual controversy has arisen and now exists between Plaintiff and Defendant concerning the respective rights and duties of the parties under the Policy. Plaintiff requested coverage for COVID-19 related losses as specified in the Policy. Defendant responded with a letter denying coverage.

59. Plaintiff contends that Defendant has breached the Policy in the following respects:

- a. Plaintiff suffered losses covered by the Business Income Coverage in the Policy;
- b. Defendant is obligated to pay Plaintiff for those losses; and
- c. Defendant has failed and refused to pay Plaintiff for those losses.

60. Plaintiff therefore seeks a declaration of the parties' respective rights and duties under the Policy and requests the Court declare the aforementioned conduct of Defendant unlawful and in material breach of the Policy so that future controversies may be avoided.

61. Pursuant to a declaration of the parties' respective rights and duties under the Policy, Plaintiff further seeks an injunction enjoining Defendant (1) from continuing to engage in conduct in breach of the Policy in regards to coverage decisions under the Policy's Business Income Coverage; and (2) ordering Defendant to comply with the terms of the Policy in regards to coverage decisions.

## **COUNT II – Breach of Contract – Business Income Coverage**

1.-56. Paragraphs 1 through 56 of this Complaint are incorporated by reference and realleged as paragraphs 1 through 56 of Count Two as if fully alleged herein.

57. Plaintiff purchased a Commercial Property Coverage policy from Defendant, under which Defendant agreed to pay loss of business income due to suspension of Plaintiff's operations caused by physical loss or physical damage to Plaintiff's property, unless such loss was expressly excluded by the Policy.

58. The Policy is a valid and enforceable contract between the Defendant and Plaintiff.

59. Plaintiff performed its obligations under the terms of the Policy including giving Defendant notice of Plaintiff's claim. Alternatively, Defendant has waived any terms or conditions of coverage and may not assert any term or condition in the Policy as a defense to liability.

60. Plaintiff has sustained a loss under the Business Income Coverage in the Policy arising from the COVID-19 virus and associated governmental orders.

61. Defendant has denied Plaintiff's claim for Business Income related to COVID-19, and associated governmental orders, in breach of the Policy.

62. As a direct and proximate result of Defendant's breach, Plaintiff has sustained damages in an amount to be determined at trial.

**COUNT III – Declaratory Judgment – Extra Expense Coverage**

1.-56. Paragraphs 1 through 56 of this Complaint are incorporated by reference and realleged as paragraphs 1 through 56 of Count Three as if fully alleged herein.

57. The Declaratory Judgment Act, Connecticut General Statutes §52-59 allows this Court to declare the rights and other legal relations of the parties to this dispute.

58. An actual controversy has arisen and now exists between Plaintiff and Defendant concerning the respective rights and duties of the parties under the Policy. Plaintiff requested coverage for COVID-19 related losses as specified in the Policy. Defendant responded with a letter denying coverage.

59. Plaintiff contends that Defendant has breached the Policy in the following respects:

- a. Plaintiff suffered losses covered by the Policy's Extra Expense Coverage;
- b. Defendant is obligated to pay Plaintiff for those losses; and
- c. Defendant has failed to pay Plaintiff for those losses.

60. Plaintiff therefore seeks a declaration of the parties' respective rights and duties under the Policy and requests the Court declare the aforementioned conduct of Defendant unlawful and in material breach of the Policy so that future controversies may be avoided.

61. Pursuant to a declaration of the parties' respective rights and duties under the Policy, Plaintiff further seeks an injunction enjoining Defendant (1) from continuing to engage in

conduct in breach of the Policy in regards to coverage decisions under the Extra Expense Coverage in the Policy; and (2) ordering Defendant to comply with the terms of the Policy in regards to coverage decisions.

**COUNT IV – Breach of Contract – Extra Expense Coverage**

1.-56. Paragraphs 1 through 56 of this Complaint are incorporated by reference and realleged as paragraphs 1 through 56 of Count Four as if fully alleged herein.

57. Plaintiff purchased a Commercial Property Coverage policy from Defendant, under which Defendant agreed to pay Extra Expenses Plaintiff incurred during the Period of Restoration that Plaintiff would not have occurred had there not been a loss to its property.

58. The Policy is a valid and enforceable contract between the Defendant and Plaintiff.

59. Plaintiff performed its obligations under the terms of the Policy including giving Defendant notice of Plaintiff's claim. Alternatively, Defendant has waived any terms or conditions of coverage and may not assert any term or condition in the Policy as a defense to liability.

60. Plaintiff has sustained a loss under the Extra Expense Coverage in the Policy arising from the COVID-19 virus and associated governmental orders.

61. Defendant has denied Plaintiff's claim for recovery under the Policy's Extra Expense Coverage related to COVID-19, and associated governmental orders, in breach of the Policy.

62. As a direct and proximate result of Defendant's breach, Plaintiff has sustained damages in an amount to be determined at trial.

**Count V-Breach of the Duty of Good Faith and Fair Dealing**

1.-62. Paragraphs 1 through 62 of Count Two of the Complaint are incorporated by reference and realleged as paragraphs 1 through 62 of Count Five as if fully alleged herein.

63.-68. Paragraphs 57 through 62 of Count Four of the Complaint are incorporated by reference and realleged as paragraphs 63 through 68 of Count Five as if fully alleged herein.

69. By issuing the Policy to Plaintiff, Defendant had a duty to act in good faith and deal fairly with the Plaintiff in the processing of its insurance claim.

70. By its conduct alleged herein, Defendant breached the implied covenant of good faith and fair dealing arising out of the Policy including but not limited to by: (a) unreasonably and in bad faith denying Plaintiff insurance coverage to which it is entitled; (b) failing and refusing to perform a fair, objective, good faith, and thorough investigation of the claim; (c) asserting coverage defenses that were legally and/or factually invalid and thereby delaying resolution of Plaintiff's claims; (d) placing unduly restrictive interpretations on the terms of its insurance policies for the purpose of denying coverage due in order to protect its own financial interests and placing its interests above Plaintiff's interests; and (e) taking these actions in order to avoid having to pay Plaintiff for its losses in order to protect its own financial interests and placing its interests above Plaintiff's interests.

71. Defendant's actions were done for the purpose of harassing Plaintiff with the goal of causing it not to pursue its claim or to accept less than that to which it was entitled under the Policy, so as to protect Defendant's own financial interests and minimize its exposure to liability and financial losses arising from the pandemic and the civil orders closing insured businesses throughout the country.



72. Defendant's actions were done for the purpose of attempting to find a reason to deny the property loss claim rather than promptly resolving the claim as it represented it would and as required.

73. As a direct and proximate result of the Defendant's conduct, Plaintiff has suffered harm including having to incur unnecessary expense and costs to retain attorneys to enforce its rights to the insurance coverage to which it is entitled.

74. Plaintiff, therefore, is entitled to recover and seek: (a) an award of general damages and other monetary damages, including all foreseeable consequential and incidental damages and out-of-pocket expenses, plus interest, in an amount to be determined at trial; (b) punitive and exemplary damages in an amount to be determined at trial; (c) costs of suit; and (d) reasonable attorney's fees in connection with this action.

#### **Count VI – Violation of Connecticut Unfair Trade Practices Act**

1.-62. Paragraphs 1 through 62 of Count Two are hereby incorporated and repeated as the allegations of paragraphs 1 through 62 of Count Six as if fully set forth herein.

63.-68. Paragraphs 57 through 62 of Count Four are hereby incorporated and repeated as the allegations of paragraphs 63 through 68 of Count Six as if fully set forth herein.

69. The Defendant is an insurer within the meaning of the Connecticut Unfair Insurance Practices Act, Conn. Gen. Stat. §§ 38a-815 *et seq.* ("CUIPA"), and has engaged in unfair settlement practices with such frequency as to indicate a general business practice.

70. In response to Plaintiff's claim for coverage, the Defendant stated that the Policy provides coverage for direct "loss" to Covered Property at the "premises" caused by or resulting

from any Covered Cause of Loss, with Covered Cause of Loss being defined in the Policy as “direct ‘loss’ unless the ‘loss’ is excluded or limited” in the Policy.

71. The Policy defines the term “Loss” to mean “accidental physical loss or accidental physical damage.”

72. While defining the term “Loss” to include “accidental physical loss”, the Policy goes no further to define “physical loss” as opposed to “physical damage.”

73. Defendant denied Plaintiff’s claim on the grounds that there was no direct physical loss to Plaintiff’s property and failed to define or explain what constitutes physical loss under the Policy or how there was no physical loss based on the facts giving rise to Plaintiff’s claim or the law applicable to Plaintiff’s claim.

74. Defendant denied Plaintiff’s claim for “Loss” under the Policy by conflating the term “Loss” with physical damage.

75. Upon information and belief, the Defendant has received multiple claims for coverage from other insureds for losses similar to Plaintiff’s claimed losses under policies similar to Plaintiff’s policies as a result of the COVID-19 pandemic.

76. Upon information and belief, the Defendant has denied other claims of other insureds based on the same grounds and by failing to identify what constitutes “physical loss”, conflating the term “physical loss” as used in its policies with “physical damage” as those terms are used in the policies, and requiring physical injury to property when the Policy provides coverage for “physical loss” or “physical damage”.

77. By its actions, the Defendant engaged in unfair insurance practices in violation of Connecticut General Statutes §38a-816(6) (Connecticut Unfair Insurance Practices Act “CUIPA”) in one or more of the following ways:

- a. misrepresenting pertinent facts or insurance policy provisions relating to coverages at issue;
- b. not attempting in good faith to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear; and
- c. failing to promptly provide a reasonable explanation of the basis in the insurance policy in relation to the facts or applicable law for denial of a claim.

78. The Defendant committed the wrongful acts in connection with its trade or commerce in the insurance industry.

79. The Defendant’s violation of Connecticut General Statute § 38a-816 constitutes unfair or deceptive acts or practices, in violation of the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a *et seq.* (“CUTPA”).

80. As a result of the Defendant’s violation of CUTPA, Plaintiff suffered an ascertainable loss, including but not limited to loss of income from the use of its premises in the manner in which it was intended and for which insurance was purchased and provided.

81. As a result of the Defendant’s violation of CUTPA, the Defendant is liable to Plaintiff for compensatory damages, attorney’s fees and punitive damages under Connecticut General Statutes § 42-110g.

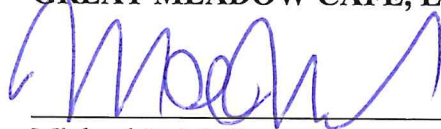
**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff requests relief and judgment against Defendant as follows:

- a. For a judgment against Defendant for the causes of action alleged against it;
- b. For compensatory damages in an amount to be proven at trial;
- c. For a declaration that Defendant's conduct as alleged herein is unlawful and in material breach of the Policy;
- d. For appropriate injunctive relief, enjoining Defendant from continuing to engage in conduct related to the breach of the Policy;
- e. For attorney's fees pursuant to Connecticut General Statutes §42-110g(d) and the common law;
- f. Punitive damages, pursuant to C.G.S. § 42-110g(a) and the common law;
- g. For pre-judgment and post-judgment interest at the maximum rate permitted by law;
- h. For Plaintiff's costs incurred; and
- i. For such other relief in law or equity as the Court deems just and proper.

**PLAINTIFF,  
GREAT MEADOW CAFÉ, LLC**

By



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Juris # 407344

Its Attorneys

RETURN DATE: MAY 4, 2021	:	SUPERIOR COURT
	:	
GREAT MEADOW CAFÉ, LLC	:	J.D. OF HARTFORD
	:	AT HARTFORD
	:	
V.	:	
	:	
THE CINCINNATI INSURANCE	:	
COMPANY	:	APRIL 9, 2021

**STATEMENT OF AMOUNT IN DEMAND**

The amount in demand is in excess of \$15,000.00, exclusive of interest and costs.

**PLAINTIFF,  
GREAT MEADOW CAFÉ, LLC**

By



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