

SUPREME COUT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

----- x **SUMMONS**
SOUNDVIEW CINEMAS INC.

Plaintiff,

Index No.:

-against-

Plaintiff designates Nassau County
as the place of trial

GREAT AMERICAN INSURANCE GROUP, GREAT
AMERICAN INSURANCE COMPANY OF
NEW YORK, JIMCOR AGENCY INC., FIVE STAR
COVERAGE CORP. and WILKINSON & KRAUSE,

The basis of the venue designated is
Plaintiff's Place of Business

Defendant(s).

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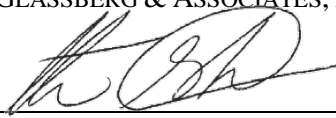
TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a notice of appearance on the Plaintiff(s) within 20 days after the service of this Summons, exclusive of the date of service (or within 30 days after service is complete, if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in this complaint.

Dated: Port Washington, New York
June 18, 2020

GLASSBERG & ASSOCIATES, LLC

By:



Steven Glassberg,
Attorneys for Plaintiff
8 Haven Avenue, Suite 215
Port Washington, NY 11050
(516) 767 6711

To: GREAT AMERICAN INSURANCE GROUP
301 E. FOURTH STREET, 21st FLOOR
CINCINNATI, OH 45202

GREAT AMERICAN INSURANCE COMPANY OF
NEW YORK

301 E. FOURTH STREET, 21ST FLOOR
CINCINNATI, OH 45202

JIMCOR AGENCY INC
60 CRAIG ROAD
MONTVALE, NJ 07645
AND
125 E. BETHPAGE ROAD, SUITE 3
PLAINVIEW NY 11803

FIVE STAR COVERAGE CORP.
75B MONTAUK HIGHWAY
BLUE POINT NY 11715

WILKINSON & KRAUSE
75B MONTAUK HIGHWAY
BLUE POINT NY 11715

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----x
SOUNDVIEW CINEMAS, INC.

Index No.

Plaintiff,

COMPLAINT

-against-

GREAT AMERICAN INSURANCE GROUP, GREAT
AMERICAN INSURANCE COMPANY OF
NEW YORK, JIMCOR AGENCY INC., FIVE STAR
COVERAGE CORP., and WILKINSON & KRAUSE,

Defendant(s).

-----x
Plaintiff, SOUNDVIEW CINEMAS, INC. (hereinafter “Soundview” or “Plaintiff”) by their attorneys, GLASSBERG & ASSOCIATES LLC, as and for their Verified Complaint against the Defendants GREAT AMERICAN INSURANCE GROUP, GREAT AMERICAN INSURANCE COMPANY OF NEW YORK, JIMCOR AGENCY INC., 5 STAR COVERAGE CORP. and WILKINSON & KRAUSE, (hereinafter “Great American”, “Great American – New York”, “Jimcor”, “Five Star” and “Wilkinson”, each a “Defendant” and together “Defendants”) alleges as follows:

PARTIES

1. Plaintiff is a corporation organized and existing under and by virtue of the laws of the State of New York, with a principal place of business at 7 Soundview Marketplace, Port Washington, NY 11050.
2. Plaintiff’s business is to operate a movie theater for pecuniary profit.
3. Defendants Great American and Great American – New York are, upon information and belief, foreign corporations authorized to do business in the State of New York.
4. Defendant Jimcor is foreign corporation organized and existing under the laws of the

State of New Jersey, with a principal place of business in Montvale, New Jersey and a place of business in New York State located at 125 E Bethpage Road, Suite 3, Plainview NY.

5. Upon information and belief, Jimcor is a Managing General Agent and an agent of Great American and Great American – New York.
6. Defendant Five Star is a domestic business corporation with a principal place of business located at 75B Montauk Highway, Blue Point, NY 11715.
7. Wilkinson is a domestic business corporation with a principal place of business located at 75B Montauk Highway, Blue Point, NY 11715.

JURISDICTION AND VENUE

8. The Supreme Court of New York has Jurisdiction over this action pursuant to CPLR §§ 301 and 302. Plaintiff resides in the State of New York, the events giving rise to the claims alleged occurred in the State of New York and Defendants are licensed to transact business in the State of New York.
9. Venue is proper in Nassau County pursuant to CPLR § 503 because Plaintiff has its principal office in Nassau County.

FACTUAL BACKGROUND

10. On or around April 10, 2019 in consideration of \$4,601.00 paid as a deposit to Wilkinson by Plaintiff, and the premium balance of \$11,062.98 which was financed by Plaintiff, Plaintiff was issued a commercial insurance policy No. 0685309 05 00 from Great American, underwritten by Great American – New York (hereinafter “the Policy”) A copy of the Policy is attached hereto as Exhibit “A”.
11. The Policy had dates of coverage from April 10, 2019 to April 10, 2020 and covered the

premises in which Plaintiff operated its business as a movie theater, 7 Soundview Marketplace, Port Washington, NY.

12. The Policy had limits of \$1,150,000.00 for Business Personal Property and of \$600,000.00 for Business Income and Extra Expense.
13. In addition to the above limits, The Policy had supplemental coverage for various enumerated items.
14. The Policy was issued through Defendant Jimcor as agent of Defendants Great American, Great American – New York, Five Star and Wilkinson.
15. From 2013 through 2019 Five Star was asked by Plaintiff to, and Five Star agreed to and did, perform a wide range of professional insurance services for Plaintiff, including evaluating Plaintiff's insurance needs, giving advice regarding risks and loss exposure, making recommendation as to the type and amount of coverage necessary for Plaintiff's protection against risks and losses, and procuring for Plaintiff various insurance policies to provide Plaintiff with such coverage and protection. In consideration for Five Star's services and actions on Plaintiff's behalf, Plaintiff agreed to and did purchase considerable sums of insurance through Five Star generating substantial premium dollars and commissions and income for Five Star.
16. At all relevant times, Plaintiff reasonably relied upon Five Star's purported skill and knowledge of business insurance, its evaluation of Plaintiff's insurance needs and recommendations as to the type and amount of coverage necessary for Plaintiff's protections.
17. Without either the knowledge or consent of Plaintiff, Five Star did delegate its duty to provide Plaintiff with an appropriate insurance policy to Jimcor and Wilkinson.

18. Jimcor, Upon information and belief, a managing general agent for Great American and Great American – New York, at the behest and request of Five Star and, upon information and belief, for pecuniary profit, without knowing or evaluating Plaintiff's insurance requirements, and without consulting the Plaintiff, did issue to Plaintiff the Policy at the behest of Five Star and as agent for Great American and Great American – New York.
19. On or about March 7, 2020, Andrew Cuomo, Governor of the State of New York issued Executive Order Number 202, declaring a State disaster emergency for the entire State of New York.
20. On or about March 16, 2020, following a mandate from the State of New York, Executive Order 202.3, Plaintiff, as a movie theater, was closed for business by executive order of the State of New York.
21. To date, Plaintiff remains closed for business pursuant to the Executive Orders of the State of New York.
22. The forced closure, as a result of the Executive Orders of the State of New York, has caused Plaintiff to suffer a loss under the terms of the Policy.
23. Pursuant to the terms of the Policy, there is coverage for a loss if the loss commences during the term of the Policy.
24. Pursuant to a letter dated May 11, 2020 from Great American to the Plaintiff and its Principal, Plaintiff suffered a loss and the date of loss suffered by Plaintiff is March 16, 2020, during the term of the Policy.
25. To date, neither Great American nor Great American – New York has made any payment to Plaintiff under the terms of the Policy.

26. Pursuant to the terms of the Policy, this action is timely.

FIRST CAUSE OF ACTION

(Against Great American and Great American – New York)

27. Plaintiff repeats and re-alleges all of the allegations set forth in Paragraphs 1 – 26 as if more fully set forth herein.

28. The Policy constitutes a valid contract of insurance coverage between Plaintiff and Great American and/or Great American – New York, and its terms have been triggered to provide coverage for the loss suffered by Plaintiff.

29. Under the Policy, Great American and/or Great American – New York has a duty to compensate Plaintiff for losses suffered under the terms of the Policy.

30. Plaintiff has performed all of his duties consistent with the terms and conditions of the Policy.

31. Great American and Great American – New York have breached the Policy by refusing or failing to honor the terms of the Policy and denying or failing to provide coverage for the loss suffered by Plaintiff.

32. As a result of Great American and/or Great American – New York's breach of its obligations under the Policy, Plaintiff has suffered damages.

33. By reason of the foregoing, Great American and/or Great American – New York are liable to Plaintiff for damages, including but not limited to reasonable attorneys' fees and expenses in amounts as yet to be ascertained, but in no event less than \$1,000,000.00.

SECOND CAUSE OF ACTION

(Against Five Star Coverage Corp)

34. Plaintiff repeats and re-alleges all of the allegations set forth in Paragraphs 1 – 33 as if more fully set forth herein.

35. Defendant, Five Star, acting in its capacity as agent for the Plaintiff, carelessly and negligently failed to procure and secure proper and adequate insurance coverage for Plaintiff, as needed, required and understood.
36. Defendant, Five Star, failed and neglected to advise and inform Plaintiff that its business was not adequately, properly and fully insured as understood and agreed to be required, necessary and secured.
37. Plaintiff relied upon defendant Five Star's representations and assurances as to the Plaintiff's business being adequately and properly insured, to Plaintiff's detriment.
38. The lack of proper insurance coverage and any failure to obtain proper insurance coverage therefor was wholly due to the negligence and carelessness of Defendant Five Star.
39. Plaintiff has suffered, and continues to suffer damages in an amount as yet to be ascertained, but in no event less than \$1,000,000.00.

THIRD CAUSE OF ACTION
(Against Wilkinson & Krause)

40. Plaintiff repeats and re-alleges all of the allegations set forth in Paragraphs 1 – 39 as if more fully set forth herein.
41. Defendant, Wilkinson, acting in its capacity as agent for the Plaintiff, carelessly and negligently failed to procure and secure proper and adequate insurance coverage for Plaintiff, as needed, required and understood.
42. Defendant, Wilkinson, failed and neglected to advise and inform Plaintiff that its business was not adequately, properly and fully insured as understood and agreed to be required, necessary and secured.
43. Plaintiff relied upon defendant Wilkinson's representations and assurances as to the

Plaintiff's business being adequately and properly insured, to Plaintiff's detriment.

44. The lack of proper insurance coverage and any failure to obtain proper insurance coverage therefor was wholly due to the negligence and carelessness of Defendant Wilkinson.

45. Plaintiff has suffered, and continues to suffer damages in an amount as yet to be ascertained, but in no event less than \$1,000,000.00.

FOURTH CAUSE OF ACTION
(Against Five Star Coverage Corp)

46. Plaintiff repeats and re-alleges all of the allegations set forth in Paragraphs 1 – 45 as if more fully set forth herein.

47. Defendant, Five Star, acting in its capacity as insurance agent of Defendants, failed to procure and secure proper and adequate insurance coverage for Plaintiff, as needed, required and understood.

48. Defendant, Five Star, failed and neglected to advise and inform Plaintiff that its business was not adequately, properly and fully insured as understood and agreed to be required, necessary and secured.

49. Plaintiff relied upon Defendant, Five Star's, representations and assurances as to the business being properly insured, to Plaintiff's detriment.

50. The lack of proper insurance coverage and failure to obtain proper insurance coverage was due wholly to the breach of representation and agreement of Defendant Five Star.

51. Plaintiff has suffered, and continues to suffer damages in an amount as yet to be ascertained, but in no event less than \$1,000,000.00.

FIFTH CAUSE OF ACTION
(Against Wilkinson & Krause)

52. Plaintiff repeats and re-alleges all of the allegations set forth in Paragraphs 1 – 51 as if more fully set forth herein.
53. Defendant, Wilkinson, acting in its capacity as insurance agent of Defendants, failed to procure and secure proper and adequate insurance coverage for Plaintiff, as needed, required and understood.
54. Defendant, Wilkinson, failed and neglected to advise and inform Plaintiff that its business was not adequately, properly and fully insured as understood and agreed to be required, necessary and secured.
55. Plaintiff relied upon Defendant, Wilkinson's, representations and assurances as to the business being properly insured, to Plaintiff's detriment.
56. The lack of proper insurance coverage and failure to obtain proper insurance coverage was due wholly to the breach of representation and agreement of Defendant Wilkinson.
57. Plaintiff has suffered, and continues to suffer damages in an amount as yet to be ascertained, but in no event less than \$1,000,000.00.

SIXTH CAUSE OF ACTION

(Against Jimcor, Great American and Great American – New York)

58. Plaintiff repeats and re-alleges all of the allegations set forth in Paragraphs 1 – 57 as if more fully set forth herein.
59. Defendant Five Star and/ or defendant Wilkinson, acted in its capacity as authorized agent for Defendants Jimcor, Great American and Great American – New York, for which it had actual and apparent authority, including the representation that Five Star and Wilkinson was a professional insurance agent, fully knowledgeable and trained in the field of insurance, able and competent to give proper and reliable professional advice with respect thereto.

60. The lack of proper insurance coverage and any failure to obtain proper insurance coverage therefor was due wholly to the negligence and carelessness of Defendant Five Star and / or defendant Wilkinson, which is attributable to Defendants Jimcor, Great American and Great American – New York as the principal of Defendant Five Star and Defendant Wilkinson.
61. Such negligence and carelessness were the proximate cause of Plaintiff's loss by lack of proper insurance coverage.
62. Plaintiff relied to its detriment on Defendant Five Star's, and / or defendant Wilkinson's, representations for which Defendants Jimcor, Great American and Great American – New York are liable.
63. Plaintiff has suffered, and continues to suffer damages in an amount as yet to be ascertained, but in no event less than \$1,000,000.00.

SEVENTH CAUSE OF ACTION

(Against Jimcor, Great American and Great American – New York)

64. Plaintiff repeats and re-alleges all of the allegations set forth in Paragraphs 1 – 63 as if more fully set forth herein.
65. Defendant Five Star and /or defendant Wilkinson acted in its capacity as authorized agent for Defendants Jimcor, Great American and Great American – New York, for which it had actual and apparent authority, including the representation that Five Star and Wilkinson was a professional insurance agent, fully knowledgeable and trained in the field of insurance, able and competent to give proper and reliable professional advice with respect thereto.
66. The lack of proper insurance coverage and any failure to obtain proper insurance coverage therefor was due wholly to the breach of representation and agreement of

Defendant Five Star and / or Wilkinson, which is attributable to Defendants Jimcor, Great American and Great American – New York as the principal of Defendant Five Star and Defendant Wilkinson.

67. Such breach of representation and agreement were the proximate cause of Plaintiff's loss by lack of proper coverage as required.

68. Plaintiff has suffered, and continues to suffer damages in an amount as yet to be ascertained, but in no event less than \$1,000,000.00.

EIGHTH CAUSE OF ACTION
(Against Five Star Coverage Corp)

69. Plaintiff repeats and re-alleges all of the allegations set forth in Paragraphs 1 – 68 as if more fully set forth herein.

70. Five Star owed Plaintiff a duty of due care in procuring for it the insurance coverage needed to protect plaintiff from potential business interruptions or advising Plaintiff that they would not be able to procure such insurance.

71. Five Star negligently breached the duty of care owed to Plaintiff by not procuring for Plaintiff proper business interruption insurance coverage and not advising Plaintiff it was unable to obtain proper insurance.

72. By reason of Five Star's negligence, Plaintiff has been damaged in amounts as yet to be ascertained, but in no event less than \$1,000,000.00.

NINTH CAUSE OF ACTION
(Against Wilkinson & Krause)

73. Plaintiff repeats and re-alleges all of the allegations set forth in Paragraphs 1 – 72 as if more fully set forth herein.

74. Wilkinson owed Plaintiff a duty of due care in procuring for it the insurance coverage

needed to protect plaintiff from potential business interruptions or advising Plaintiff that they would not be able to procure such insurance.


75. Wilkinson negligently breached the duty of care owed to Plaintiff by not procuring for Plaintiff proper business interruption insurance coverage and not advising Plaintiff it was unable to obtain proper insurance.

76. By reason of Wilkinson's negligence, Plaintiff has been damaged in amounts as yet to be ascertained, but in no event less than \$1,000,000.00.

WHEREFORE, the Plaintiff demands judgment against Defendants. in the amount of \$1,000,000.00 and that the Court grant such other and further relief as may be just proper and equitable.

Dated: Port Washington, New York
June 18, 2020

GLASSBERG & ASSOCIATES, LLC

By: 

Steven Glassberg
Attorneys for Plaintiff
8 Haven Avenue, Suite 215
Port Washington, NY 11050
516 767 6711

To: GREAT AMERICAN INSURANCE GROUP
301 E. FOURTH STREET, 21ST FLOOR
CINCINNATI, OH 45202

GREAT AMERICAN INSURANCE COMPANY OF
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JIMCOR AGENCY INC
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FIVE STAR COVERAGE CORP.
75B MONTAUK HIGHWAY
BLUE POINT NY 11715

WILKINSON & KRAUSE
75B MONTAUK HIGHWAY
BLUE POINT NY 11715

STATE OF NEW YORK:

SS.

COUNTY OF NASSAU :


VERIFICATION

I, Jordan Desner, the undersigned, state that I am a Principal of the Plaintiff in the within action

I have read the foregoing Summons & Complaint and know the contents thereof; the same are true to my own knowledge, except as to the matters therein alleged to be on information and belief, and as to those matters I believe it to be true.


DATED: Nassau County, New York

June 16, 2020


Jordan Desner

Sworn to before me this

16 Day of June, 2020


Notary Public

STEVEN H. GLASSBERG
Notary Public, State of New York
No. 01024078110
Qualified in Nassau County
Commission Expires on June 2, 2023

INDEX NO.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

SOUNDVIEW CINEMAS INC.

Plaintiff(s)

- against -

GREAT AMERICAN INSURANCE GROUP,
GREAT AMERICAN INSURANCE COMPANY OF
NEW YORK, JIMCOR AGENCY INC., FIVE STAR
COVERAGE CORP. and WILKINSON & KRAUSE,

Defendant(s)

SUMMONS AND VERIFIED COMPLAINT

Signature (Rule-130-1.1-a)



Steven Glassberg

Glassberg & Associates, LLC
Office and Post Office Address
8 Haven Avenue
Suite 215
Port Washington, NY 11050

Service of a copy of the within _ is hereby admitted.
Dated,

Attorney(s) for

Sir: Please take notice

NOTICE OF ENTRY:

That the within is a (certified) true copy of a duly entered in the office of the clerk of the within named court on

NOTICE OF SETTLEMENT

That an order _____ of which the within is a true copy of a Settlement to the HON. presented for one of the judges Of the within named Court, at On the _____ day of _____ 2011 at ____ AM Dated,

