

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

Index No.:  
Date Purchased:

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STETSON REAL ESTATE LLC,

**SUMMONS**

Plaintiff,  
-against-

Plaintiff designates  
Westchester County as the  
place of trial

HARTFORD FIRE INSURANCE COMPANY and  
SENTINEL INSURANCE COMPANY, LIMITED.

,

Defendants.

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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 attorneys within twenty (20) days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or within 30 (30) days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York  
August 19, 2020

Yours, etc.,

S/Steven Kent  
STEVEN KENT  
ALAN W. BORST, JR.  
Attorneys for the Plaintiff  
STETSON REAL ESTATE LLP

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

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STETSON REAL ESTATE LLC,

Index No.:

Plaintiff,

-against-

**VERIFIED COMPLAINT**

HARTFORD FIRE INSURANCE COMPANY and  
SENTINEL INSURANCE COMPANY, LIMITED.

Defendants. .

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Plaintiff, STETSON REAL ESTATE LLC (“STETSON”), by its attorneys, Messner Reeves, LLP, as and for its Verified Complaint against the Defendants, respectfully alleges as follows:

**PARTIES**

1. At all relevant times, STETSON is a limited liability company, duly authorized and licensed to conduct the business of real estate in the State of New York, County of Westchester. Plaintiff’s business office is located at 1214 Boston Post Road (“the Boston Post Road office”) in the Village of Mamaroneck, Town of Rye, in the County of Westchester.

2. Upon information and belief, at all times hereinafter mentioned, defendants HARTFORD FIRE INSURANCE COMPANY, INC., (hereinafter “HARTFORD FIRE”) and SENTINEL INSURANCE COMPANY (“SENTINEL”) were and still are corporations duly organized and existing under and by virtue of the laws of the State of Connecticut.

3. At all relevant times, HARTFORD FIRE and SENTINEL (collectively “HARTFORD DEFENDANTS”) are corporations doing business in the County of Westchester, State of New York, and subscribing to Policy Number 16 SBA II8723 (the “Policy”), issued to

STETSON for the period of July 6, 2019 through July 6, 2020. A copy of relevant and applicable provisions of the Policy is annexed hereto as exhibit (“Ex”) “A.”

4. Upon information and belief, at all times hereinafter mentioned, the principal offices of HARTFORD DEFENDANTS are located at One Hartford Plaza, Hartford, CT 06155.

#### **JURISDICTION AND VENUE**

5. For the time periods relevant to the allegations in the complaint, Plaintiffs and Defendants all were domiciled, qualified to conduct the business of insurance, or residing in Westchester County, New York.

6. STETSON is domiciled or resides in Westchester County, New York.

7. This Court has subject matter jurisdiction over the matters alleged herein. The HARTFORD DEFENDANTS engage in regular and frequent business activities and are transacting the business of insurance in the state of New York, and the basis of this suit arises out of such activities.

#### **Business Income, Extra Expense and Dependent Properties Coverage**

8. STETSON is an award-winning residential real estate agency owned and operated by Mary Stetson in the Village of Mamaroneck, New York. STETSON maintains direct and co-brokered listings for over 100 residential properties located in the Village and Town of Mamaroneck, Town of Rye, City of Rye, and southern Westchester and Fairfield counties. The office serves to promote the residential listings of its customers and STETSON employs full time and part time employees throughout the year at the Boston Post Road office.

9. On or about July 6, 2019, the HARTFORD DEFENDANTS entered into a renewal contract of insurance with STETSON, whereby STETSON agreed to make premium payments to the HARTFORD DEFENDANTS in exchange for the agreement of the

HARTFORD DEFENDANTS to insure and indemnify STETSON, among other things, for loss including business income loss in the event of a suspension or interruption of business.

10. The Policy provides, *inter alia*, aggregate limits of \$2,000,000, additional coverage limits for business income and for extra expense, and additionally provides for “extended” business income coverage.

11. The Policy is an “all-risk” policy and is written on a Special Property Coverage Form, which provides coverage caused by or resulting from a Covered Cause of Loss unless the loss is specifically excluded or limited in the Policy.

12. The Policy contains no virus exclusion.

13. The Policy extends coverage for direct physical loss and/or property damage caused by virus unless excluded.

14. The Policy specifically at page “10 of 25” of the Special Property Coverage Form provides coverage for actual business losses sustained and extra expenses incurred during a 12 month period following direct physical loss and/or damage to Covered Property, as such term is defined in the Policy. (See annexed Ex. "A").

15. The definition of business income ("Business Income") contained in the Policy's Business Income Additional Coverage is the same as the definition of business income in the Business Income From Dependent Properties Additional Coverage.

16. The Policy, at pages “11 of 25” and “12 of 25,” provides \$25,000 in “Dependent Properties” coverage for loss of business income and extra expense incurred by the insured business due to direct physical loss and/or damage occurring at Dependent Properties, as such

term is defined in the Policy. (See annexed Ex."A"). Dependent Properties\*are defined as property owned by others within the coverage territory on which the insured depends for delivery of services to others for the insured's account. Dependent Properties also include property where others accept the insured's services or where customers are attracted to the insured's business. The residential listing properties of STETSON in and around New Rochelle, New York are Dependent Properties within the meaning of the Policy.

### **Civil Authority Coverage**

17. The Policy provides at section "q" of Additional Coverages, at "page 11 of 25,"

Civil Authority Additional Coverage for:

the actual loss of business income sustained and the actual, necessary and reasonable extra expenses incurred when access to the scheduled premises is specifically prohibited by order of civil authority as the direct result of a Covered Cause of Loss to property in the immediate area of plaintiffs' scheduled premises.

See annexed Ex. "A."

18. In correspondence dated April 1, 2020, the HARTFORD DEFENDANTS issued a denial of coverage, but did not deny therein that access to the scheduled premises of STETSON was specifically suspended and/or prohibited by an order of a civil authority during the period of insurance coverage. A copy of the denial of coverage letter is annexed hereto as Ex. "B."

### **The State of Emergency Declared in Westchester Due to the Pandemic**

19. On March 7, 2020 New York Governor Andrew Cuomo announced a state of emergency in the State of New York due to the coronavirus pandemic.

20. On March 10, Governor Cuomo publicly announced the discovery of a virus "cluster" in New Rochelle, New York and declared a "containment zone" within a one-mile

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\* Initial capitalized policy terms are as set forth in the policy throughout this verified complaint

radius of the virus cluster, temporarily closing houses of worship and other large gathering facilities until March 25. Governor Cuomo deployed National Guard troops to assist with cleaning property and in operating a makeshift testing facility located at Glen Island in New Rochelle.

21. STETSON in the Village of Mamaroneck is located less than seven miles from the New Rochelle containment zone.

22. By March 10, in view of the officially announced state of emergency and widespread shutdowns of business in Westchester County, the HARTFORD DEFENDANTS knew or should have known of incidents of direct physical loss and/or property damage to insured properties, including business and residential properties both within and in the vicinity of the New Rochelle containment zone. Due to the nature of the STETSON residential real estate business, certain of its residential listings were located within the containment zone Governor Cuomo identified as containing a cluster of COVID-19 outbreak and, as such, were off limits to STETSON's employees, customers, potential customers and others seeking to do business with STETSON's customers.

23. Westchester County Executive George Latimer made public comments interpreting and implementing the March 10 containment zone order for county residents and businesses within and in the vicinity of the New Rochelle containment zone. These public comments and official actions by the County warned of the probability of dangerous physical conditions impacting properties throughout Westchester County, such as the Boston Post Road office of STETSON located only seven miles from the containment zone.

24. On March 16, County Executive Latimer issued a Local State of Emergency Declaration "to preserve and protect the public health and safety in response to the public health

threat.” It was further declared that all required and available assistance should be rendered to address this public health threat.

25. On or about March 16, STETSON completely suspended operations at the Boston Post Road office.

**The Damaging Impact of the Pandemic on Plaintiff's Property and Business**

26. As a residential real estate agency, STETSON maintains direct and co-brokered listings for over 100 residential properties located in the Village and Town of Mamaroneck, Town of Rye, City of Rye, and elsewhere in Westchester and Fairfield counties (referred to herein as the “listings area”).

27. STETSON's employees travel to and from the STETSON office and to properties located throughout the listings area. Historically, spring is the most active season of the year for residential real estate sales in the listing area. Prospective customers frequently visit the real estate office of STETSON located on Boston Post Road which is on the main thoroughfare from Rye, New York near the Connecticut border running to New York City's Borough of The Bronx.

28. STETSON real estate signs may be posted on the front lawns of these residential listings throughout this region and prospective customers are attracted to STETSON's real estate office location by reason of this signage.

29. This activity and advertising have contributed substantially to STETSON's annual sales revenue for many years prior to the coronavirus pandemic.

30. The immediate impact of the civil authority orders at the state and county level was to halt property visits and sales activity, as well as eliminate the effectiveness of advertising, in and around STETSON's listing area.

31. During the period immediately before the COVID-19 shutdown, STETSON incurred extra expenses, re-assigned employees to cleaning affected and damaged surface areas and property within STETSON's office, and encouraged workers to avoid the office due to a steep drop in foot traffic at the Boston Post Road office location.

32. STETSON's office (including surface areas, door handles, furniture, computer and business equipment) was made the subject to the physical presence of coronavirus and/or COVID-19 causing agents attaching to fomite surfaces.

33. Fomites are inanimate objects that, when contaminated with infectious or diseased agents, or when exposed to such agents, are known to cause direct physical loss and/or damage to property and/or individuals present in the immediate vicinity of such property. Fomite surfaces located within the STETSON office were susceptible to hazardous coronavirus attachment and release thereby potentially causing the spread of COVID-19.

34. Coronavirus and/or COVID-19 causing fomites were present throughout the STETSON office, due to the presence therein of symptomatic, asymptomatic and/or presymptomatic individuals. Such individuals were observed touching surface areas, door handles, furniture, and office, computer and other business equipment within the STETSON office.

35. As a result of such spread by touching, coronavirus and/or COVID-19 causing fomites were formed within and throughout the STETSON office, thereby causing direct physical loss and/or damage to STETSON's property and/or individuals present in STETSON's office.



36. Symptomatic, asymptomatic and/or presymptomatic individuals were observed breathing and/or orally projecting aerosol mist into the air and atmosphere within the STETSON office. As a result of such spread by aerosol mist, coronavirus and/or COVID-19 causing fomites were formed, and spread within and throughout the STETSON office, thereby causing direct physical loss and/or damage to STETSON's property and/or individuals present in STETSON's office.

37. Symptomatic, asymptomatic and/or presymptomatic individuals were observed coughing, sneezing and/or orally projecting droplets into the air and atmosphere within the STETSON office. As a result of such spread of droplets, coronavirus and/or COVID-19 causing fomites were formed and/or spread into, within and throughout the STETSON office, thereby causing direct physical loss and/or damage to STETSON's property.

38. The aforementioned harm included direct physical loss and/or property damage to surface areas, door handles, furniture, and office, computer and other business equipment located within the STETSON office.

39. Coronavirus and/or COVID-19 was spread into, within and throughout the STETSON office due to the presence and actions of employees, customers and/or invitees of STETSON, who were observed touching, breathing and orally projecting aerosol mist, and coughing, sneezing and orally projecting droplets into the air and atmosphere within STETSON's office, including many fomite surfaces susceptible of spreading the virus.

40. The aforementioned spread of coronavirus and/or COVID-19 led to dangerous fomite attachment which formed, adhered and attached to property within STETSON's office,

thereby causing direct physical loss and/or damage to the property of STETSON and/or individuals present in STETSON's office.

41. Coronavirus and/or COVID-19 was physically present, and dangerous fomite attachment formed, adhered and attached to property within STETSON's office, and caused direct physical loss and/or property damage, prior to the local and State emergency orders and shutdowns of non-essential businesses, which went into effect and were implemented on March 16, 2020.

42. Coronavirus and/or COVID-19 continued to be physically present within the STETSON office, and fomite attachment continued to form, adhere and attach to property within STETSON's office, and in so doing continued to cause direct physical loss and/or property damage, after the emergency orders and shutdowns were announced and implemented by the civil authorities.

43. During the time periods described in the two preceding paragraphs, coronavirus and/or COVID-19 causing agents, including but not limited to fomite attachment, was physically present and continued to be physically present within properties located in the vicinity of the New Rochelle contamination zone, as described in paragraphs 22, 23, 26 and 27, above.

44. In response to STETSON's first report of suffering a loss, the HARTFORD DEFENDANTS denied coverage stating, "Since the corona virus did not cause property damage at your place of business or in the immediate area, this loss is not covered." See Letter of Keisha Bower, dated April 1, 2020, annexed Ex. "B").

45. The HARTFORD DEFENDANTS maintained their denial position in a second letter addressing the physical damage issue, stating:

In our discussion with the insured, she advised that someone coughed at her scheduled premise and therefore has concluded that the coronavirus has permeated the location. Our insured has given us no information that anyone who was at the scheduled premises tested positive for COVID-19. The insured's suspected contamination of the premises with the virus is not direct physical loss. As outlined in our April 1, 2020 coverage letter, there is no coverage as there is no direct physical loss or physical damage to Covered Property at the scheduled premises." See letter of Keisha Bower, dated April 29, 2020, annexed hereto as Ex."C".

46. Since March 16, 2020, STETSON has continued to incur expenses, including but not limited to rent, payroll, health insurance and FICA for its employees.

47. A state of emergency continued to exist in Westchester for many months and until June 7, 2020. As a result thereof STETSON was not able to resume normal operations at its Boston Post Road location.

48. Despite the supposed absence of "property damage" (which is not defined in the Policy) STETSON has incurred expenses and lost business income as a result of direct physical loss and/or property damage sustained at the Boston Post Road office, which occurred from at least as early as March 7, 2020, if not earlier.

49. The HARTFORD DEFENDANTS also denied STETSON's claim for loss of business income due to physical loss and/or property damage at Dependent Properties:

To the extent you are making a claim for loss of business income from a dependent property, no direct physical loss or damage caused by or resulting from a Covered Cause of Loss has occurred at a Dependent Property. Accordingly, there is no coverage for your claim under this coverage part.  
(See annexed Ex. "B").

50. Despite direct findings and the observation of direct physical property loss and/or property damage in and throughout Westchester County, and in particular the New Rochelle containment zone, the HARTFORD DEFENDANTS concluded without conducting an

investigation that no physical loss and/or property damage existed at the properties listed for sale by STETSON, or any others in the containment zone on which the STETSON real estate business depends for real estate sales and advertising.

51. As alleged at paragraphs 35, 36 and 37, above, touching, aerosol mist, and coughing and sneezing of droplets has spread the coronavirus and/or COVID-19 into, within and throughout numerous properties in the listing area of STETSON, thereby causing direct physical loss and/or property damage to such properties.

52. The presence of virus or disease can constitute direct physical loss and/or property damage, as the insurance industry has recognized since at least 2006. When preparing so-called “virus” exclusions to be placed in some policies—but not, as here, and in other policies-- the insurance industry drafting arm, ISO, circulated a statement to state insurance regulators that included the following:

Disease-causing agents may render a product impure (change its quality or substance), or enable the spread of disease by their presence on interior building surfaces or the surfaces of personal property. When disease-causing viral or bacterial contamination occurs, potential claims involve the cost of replacement of property (for example, the milk), cost of decontamination (for example, interior building surfaces), and business interruption (time element) losses. Although building and personal property could arguably become contaminated (often temporarily) by such viruses and bacteria, the nature of the property itself would have a bearing on whether there is actual property damage. An allegation of property damage may be a point of disagreement in a particular case.†

53. STETSON has incurred extra expenses and loss of business income as the direct result of civil authority prohibitions and suspensions on access to and the use of residential properties listed for sale by STETSON within and nearby the New Rochelle containment zone, beginning on March 10, 2020 and continuing to June 7, 2020.

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† Forms Filing commentary CF-2006-OVBEP. Incidents at that time involving viral and bacterial contaminants like SARS and legionella warranted specifically addressing those causes of loss.

54. STETSON has also incurred extra expenses and loss of business income as the direct result of civil authority prohibitions and suspensions on access to and the use of the Boston Post Road office of STETSON beginning on March 16, 2020 and continuing to June 7, 2020.

55. The HARTFORD DEFENDANTS have denied coverage for losses described in the preceding paragraphs, stating as follows:

Hartford is aware of the various state and local government mandated stay-at-home orders however these orders were issued to reduce the spread of the virus between individuals. The order [sic] were not due to damage to property in the insured's immediate area. (See annexed Ex."C")

56. Ignoring wide-spread news reports, the language of emergency orders, and STETSON's notification of damage as set forth in its claim, the HARTFORD DEFENDANTS have wrongfully denied STETSON's claim without performing an inspection of the Boston Post Road office or of the Dependent Properties, and as such, the HARTFORD DEFENDANTS are estopped and can no longer deny the existence and presence of the coronavirus, COVID-19, and/or infectious fomites which formed, adhered and/or attached to property, and the HARTFORD DEFENDANTS can no longer deny that direct physical loss and/or property damage occurred as a consequence thereof, as described above.

**FIRST CAUSE OF ACTION AGAINST HARTFORD DEFENDANTS (BREACH OF CONTRACT - BUSINESS INCOME AND EXTRA EXPENSES, INCLUDING DEPENDENT PROPERTIES)**

57. STETSON repeats and realleges the facts and allegations set forth in paragraphs 1 through 56, inclusive, as if fully set forth herein.

58. The Policy is a contract under which the HARTFORD DEFENDANTS were paid premiums in exchange for their promise to pay STETSON losses for claims covered by the Policy.

59. In the Special Property Coverage Form, the HARTFORD DEFENDANTS agreed to pay for an insured's actual loss of Business Income sustained due to the necessary suspension and/or interruption of STETSON's business operations.

60. A "slowdown or cessation" of business activities is a suspension under the policy, for which the HARTFORD DEFENDANTS agreed to pay for the loss of Business Income during a suspension and/or period of restoration, which commences within 72 hours after the time of loss resulting from direct physical loss and/or damage.

61. The Policy defines Business Income as (a) net income that would have been earned or incurred if no direct loss and/or physical damage had occurred, and (b) continuing normal operating expenses incurred, including payroll. This definition applies to loss of Business Income as well as for loss caused by direct physical loss and/or damage to Dependent Properties.

62. Additionally, the "Stretch" endorsement extends coverage for Business Income an additional 60 days after the date such property or properties is repaired and/or replaced and the insured's "operations" resume.

63. The Policy also provides coverage for Extra Expense incurred "To avoid or minimize the suspension of business and to continue 'operations'".

64. Coronavirus and/or COVID-19 caused direct physical loss and/or property damage to STETSON'S Covered Properties and to Dependent Properties, thereby requiring the

suspension of operations at the Covered Properties. Losses caused by these events thus triggered the coverage for the loss to Business Income provision of the Policy.

65. STETSON, by letter dated April 17,2020, notified the HARTFORD DEFENDANTS of the ongoing presence of coronavirus and/or COVID-19 fomites and the formation, adhering and affixing of fomites onto the surface areas of property within the STETSON business premises, including the formation, adhering and affixing of fomites onto furniture, door handles, office, computer and business equipment, together with an ongoing presence of coronavirus and/or COVID-19 fomites onto the surface areas of property located within 1,000 feet of STETSON's Boston Post Road office, and onto furniture, door handles, office, computer and business equipment within properties located within 1,000 feet of STETSON's office, all of which led STETSON to curtail business operations as early as March 7, and to eventually suspend operations on March 16, 2020.

66. On April 29, 2020, the HARTFORD DEFENDANTS issued a second letter denying coverage, stating “[t]he insured’s suspected contamination of the premises with the virus is not direct physical loss.” See annexed Ex. "C."

67. The HARTFORD DEFENDANTS were on notice that coronavirus and/or COVID-19 fomites had attached to surface areas located within the STETSON business premises, including upon furniture, door handles, office, computer and other business equipment, and were also on notice of the ongoing presence of such fomites within Dependent Properties located in the New Rochelle containment zone.

68. With respect to the Boston Post Road location, STETSON and others owning and/or managing the Dependent Properties sought and/or attempted to eliminate and/or mitigate

the presence of the coronavirus and/or COVID-19, including infectious fomites present at such locations.

69. The direct physical loss and/or property damage caused by coronavirus and/or COVID-19, including by fomites formed, adhering and/or affixed to the surface areas of such properties, according to the present scientific literature, can be present and remain infectious for 28 days or more, and thus were present from the outset and for a substantial portion of the suspension of STETSON's business operations.

70. The HARTFORD DEFENDANTS denied coverage on STETSON'S Dependent Properties claim, stating there was no property damage sustained within the Dependent Properties and to "the extent you are making a claim for loss of business income from a dependent property, no direct physical loss or damage caused by or resulting from a Covered Cause of Loss has occurred at a Dependent Property. Accordingly, there is no coverage for your claim under this coverage part." ( See Ex. "B," at "page 2 of 3").

71. The HARTFORD DEFENDANTS did not conduct a proper investigation of property damage at the STETSON's covered property or at any location within 1000 feet thereof. The HARTFORD DEFENDANTS denied STETSON's claim before conducting a proper investigation of property damage both at the Boston Post Road location and/or at the aforementioned Dependent Properties.

72. By operation of law and otherwise, the HARTFORD DEFENDANTS, by failing to conduct a proper investigation, are estopped and no longer can deny that coronavirus and/or COVID-19, including by fomites forming, attaching and/or affixing to surface areas of property within the STETSON business premises and the Dependent Properties, have caused direct physical loss and/or property damage covered by the Policy.



73. As a result of the foregoing, the STETSON has suffered economic injury in a sum which exceeds the jurisdictional limitations of all lower Courts which would otherwise have jurisdiction over this action.

**SECOND CAUSE OF ACTION AGAINST HARTFORD DEFENDANTS**  
**(BREACH OF CONTRACT -- BUSINESS INCOME AND EXTRA EXPENSES,**  
**INCLUDING CIVIL AUTHORITY)**

74. STETSON repeats and realleges the facts and allegations contained in paragraphs 1 through 73, inclusive, as if fully set forth herein.

75. The Policy provides coverage for loss of income from a Civil Authority when access to the insured's premises is specifically prohibited or suspended by state or local order as a direct result of a Covered Cause of Loss, including the risk of direct physical loss and/or property damage in the immediate area of the scheduled premises.

76. The coverage described in the preceding paragraph is not subject to any applicable exclusion.

77. The aforementioned coverage is not limited to direct physical loss at or near STETSON's business premises.

78. The aforementioned coverage is not limited to property damage at or near STETSON's business premises.

79. Dependent Properties located in the New Rochelle containment zone sustained direct physical loss and/or property damage, and/or were shut down by order of Governor Cuomo from public access in order to prevent further direct physical loss and/or property damage, upon Governor Cuomo's declaration of the New Rochelle containment zone on March 10, 2020.

80. Access to the STETSON's business premises was later prohibited and/or suspended by the County Executive order declaring a state of emergency in Westchester County on March 16, 2020.

81. As of the date of this complaint, the above referenced civil authority orders have been modified and STETSON's premises reopened for business on or about June 7, 2020.

82. The HARTFORD DEFENDANTS are liable for \$25,000 immediately due and owing (loss of extended Business Income which relied upon the operation of Dependent Properties) under the policy's Stretch endorsement, arising from the declaration of the New Rochelle containment zone on March 10, 2020, up to the reopening date of STETSON's business premises.

83. As a result of the foregoing, the Plaintiff has suffered economic injury in a sum which exceeds the jurisdictional limitations of all lower Courts which would otherwise have jurisdiction over this action.

**WHEREFORE**, the Plaintiff, STETSON REAL ESTATE, demands judgment against the HARTFORD DEFENDANTS in amounts in excess of the monetary jurisdiction of all lower Courts which would otherwise have jurisdiction of this action, as follows,

1. For damages immediately due and owing for loss of Business Income and all other actual loss sustained under Count I (Business Income) under the Policy from March 7 up to the reopening of STETSON's business premises, and for any additional period of coverage thereafter.
2. For damages in the amount of \$25,000 immediately due and owing under Count II (extended Business Income/Dependent Properties) under the Policy from the declaration of the New Rochelle containment zone on March 10.

3. For a declaration that direct physical loss and/or property damage sustained at STETSON's Covered Property triggers coverage under the Policy from March 7, 2020.
4. For a declaration that the Declaration of County Executive George Latimer of March 16, 2020, together with his public comments in the wake of the New Rochelle containment zone declaration, constitutes a suspension and/or prohibition of access to STETSON's' Covered Property under Count II (Civil Authority/Business Income) from March 16, 2020 until the end of the local Westchester County declared state of emergency and/or until the restoration of STETSON's property to useful service, whichever is longer;
5. For a declaration that the New Rochelle containment zone declaration of Governor Cuomo constitutes a suspension and/or prohibition of access to the Dependent Properties defined in the Policy, under Count II (Civil Authority/Business Income) from March 10, 2020;
6. Damages for breach of contract in an amount to be determined at trial, together with interest, costs, disbursements, including recoverable investigative costs under the Policy; and
7. Such other and further relief deemed just and proper.

Dated: New York, New York  
August 19, 2020

Yours, etc.,  
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