

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

SOCIETY INSURANCE,)	
)	
Plaintiff,)	
v.)	Case No. 2018CH10275
)	
NILES GRAND, LLC, d/b/a FRESH FARMS)	
INTERNATIONAL MARKET, an Illinois)	
limited liability company, and)	
MARICELA FLORES,)	
Defendants.)	

COMPLAINT FOR DECLARATORY JUDGMENT

NOW COMES the Plaintiff, SOCIETY INSURANCE (“SOCIETY”), by and through its attorneys, PURCELL & WARDROPE, CHTD., and as its Complaint for Declaratory Judgment against Defendants, NILES GRAND, LLC, d/b/a FRESH FARMS INTERNATIONAL MARKET (“Niles Grand”), and MARICELA FLORES (“Flores”), states as follows:

General Allegations

1. This is an action for declaratory judgment pursuant to § 2-701 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-701, for a declaration of the rights and responsibilities of the parties, seeking a declaration that Society owes no coverage to Niles Grand for a lawsuit that Flores has brought against it under the Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (“BIPA”), because the claims of that suit are excluded from coverage and otherwise fall outside the scope of Society’s insuring agreements.
2. Venue is proper in this Court pursuant to 735 ILCS 5/2-101, as Niles Grand maintains its principal place of business in Cook County and as some or all of the events allegedly giving rise to Flores’s suit occurred in Cook County.

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Parties

3. Society is an insurance company domiciled in Wisconsin, with its principal place of business located in Wisconsin, and is and at all times relevant herein was authorized to issue insurance policies in the State of Illinois.
4. Upon information and belief, Niles Grand is an Illinois limited liability company with its principal place of business in Cook County, Illinois.
5. Upon information and belief, Flores is a resident and citizen of the state of Illinois. Flores is named as a defendant in this action as a necessary party, but this action seeks no specific or affirmative relief against Flores, and in the event that she stipulates to be bound by the judgment herein, Society will dismiss Flores as a defendant.

Underlying Lawsuit

6. On March 14, 2018, Flores filed a putative Class Action Complaint in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, in the action *Maricela Flores, individually and on behalf of a class of similarly situated individuals v. Niles Grand, LLC d/b/a Fresh Farms International Mkt, an Illinois limited liability company*, cause number 18 CH 03334 (“the Underlying Lawsuit”). A copy of the Class Action Complaint is attached hereto as **Exhibit A**.
7. The Class Action Complaint in the Underlying Lawsuit alleges that “During the relevant time period,” Flores worked at a facility owned and operated by Niles Grand and located in Cook County, Illinois. (Ex. A at ¶ 61.)
8. The Class Action Complaint in the Underlying Lawsuit alleges that Niles Grand required its workers at that facility to have their handprints scanned by biometric devices that capture, collect, and store their handprints and use those handprints to track their time. (Ex. A at ¶¶ 62–64.)

9. Counts I and II of the Class Action Complaint in the Underlying Lawsuit allege that Niles Grand violated the BIPA by allegedly capturing, collecting, storing, and/or using the biometric information of Flores and the putative class members without valid consent and without complying with the BIPA requirements to obtain a written release or to obtain consent to disclose or disseminate their biometrics. (Ex. A at ¶¶ 84–85.)
10. Counts I and II of the Class Action Complaint in the Underlying Lawsuit seek statutory damages of \$5,000 for each willful or reckless violation of the BIPA and, alternatively, statutory damages of \$1,000 for each negligent violation of the BIPA. (Ex. A at ¶¶ 90–91.)
11. Count III of the Class Action Complaint in the Underlying Lawsuit alleges that Niles Grand fraudulently induced Flores and the putative class members to accept and/or continue employment by allegedly denying them information about its biometric timekeeping program, by allegedly denying them the right to provide informed consent for participation in that program, and by allegedly failing to disclose the fact that their biometrics would allegedly be taken and transmitted to third parties without their knowledge or consent. (Ex. A at ¶ 94.)
12. Count IV of the Class Action Complaint in the Underlying Lawsuit alleges that Niles Grand breached its employment contracts with Flores and the putative class members, including the implied covenant of good faith and fair dealing, by allegedly failing to disclose required information regarding its collection of biometrics. (Ex. A at ¶¶ 99–100.)
13. Count V of the Class Action Complaint in the Underlying Lawsuit alleges that if Niles Grand did not intentionally and/or knowingly withhold information from Flores and the putative class members relating to its biometric timekeeping program, it was careless and

negligent in allegedly failing to comply with the BIPA and to provide Flores and the putative class members with the required information, and breached a duty to provide fair, reasonable, adequate, and sufficient privacy systems to safeguard their biometrics. (Ex. A at ¶¶ 111, 116.)

14. Count VI of the Class Action Complaint in the Underlying Lawsuit alleges that Niles Grand was negligent *per se* in allegedly breaching its duties under the BIPA to obtain a written release and to obtain consent to disclose or disseminate the putative class members' biometrics. (Ex. A at ¶¶ 120–22.)
15. Count VII of the Class Action Complaint in the Underlying Lawsuit alleges that Niles Grand intruded upon the seclusion of Flores and the putative class members by using biometric scanning devices to collect their biometrics allegedly without receiving consent and by allegedly transmitting their biometrics to third parties without knowledge or consent. (Ex. A at ¶¶ 128–29.)

Society Policies

16. Society issued the following policies of insurance to Niles Grand, the declarations and schedules of which are attached as **Group Exhibit B**, with premium information redacted (collectively, “the Society Policies”):
 - a. Policy number GSP 589988 for a policy period from May 1, 2015, to May 1, 2016;
 - b. Policy number GSP 589988-1 for a policy period from May 1, 2016, to May 1, 2017; and
 - c. Policy number GSP 589988-2 for a policy period from May 1, 2017, to May 1, 2018.
17. A copy of the Society Policy for the policy period from May 1, 2017, to May 1, 2018, is attached hereto as **Exhibit C**, with premium information redacted. Copies of the other Society Policies listed above will be separately filed.

**COUNT I—NO COVERAGE UNDER THE BUSINESSOWNERS LIABILITY
COVERAGE FORM**

18. Society incorporates paragraphs 1–17 above as paragraph 18 of Count I as though fully set forth herein.
19. Each of the Society Primary Policies contains the following insuring agreement in the Businessowners Liability Coverage Form:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance.

The word “insured” means any person or organization qualifying as such under SECTION C – WHO IS AN INSURED.

A. Coverages

1. Business Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury”, “property damage” or “personal and advertising injury”, to which this insurance does not apply.
...
- b. This insurance applies:
 - 1) To “bodily injury” and “property damage” only if:
 - a) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;
 - b) The “bodily injury” or “property damage” occurs during the policy period; . . .
 - 2) To “personal and advertising injury” caused by an offense arising out of your business, but only if the offense was committed in the “coverage territory” during the policy period.

(Ex. C at 076.)

20. Each of the Society Policies contains the following exclusions in the Businessowners Liability Coverage Form:

B. Exclusions

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” resulting from the use of reasonable force to protect persons or property.

e. Employer’s Liability

“Bodily injury” to:

- 1) An “employee” of the insured arising out of and in the course of:
 - a) Employment by the insured; or
 - b) Performing duties related to the conduct of the insured’s business; . . .

p. Personal And Advertising Injury

“Personal and advertising injury”:

- 1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict “personal and advertising injury”;
- 5) Arising out of a breach of contract, except an implied contract to use another’s advertising idea in your “advertisement”; . . .

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of “bodily injury”.

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software, (including systems and applications software), on hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device to receive, process, store, retrieve or send data

s. Recording And Distribution Of Material Or Information In Violation Of Law

“Personal and advertising injury” arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- 1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- 2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

- 3) The Federal Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- 4) Any federal, state, or local statute, ordinance or regulation, other than the TCPA CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

(Ex. C at 078, 079, 082, 083.)

21. Each of the Society Policies contains the following definitions in the Businessowners

Liability Coverage Form:

F. Liability And Medical Expenses Definitions

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organizations' goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
17. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. 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.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks,

CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

(Ex. C at 088, 090.)

22. Each of the Society Policies contains the following exclusion in form BP 04 17 01 10, Employment-Related Practices Exclusion:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following exclusion is added to Paragraph **B.1. Exclusions – Applicable To Business Liability Coverage** in **Section II – Liability**:

This insurance does not apply to “bodily injury” or “personal and advertising injury” to:

- (1) A person arising out of any:
- (a) Refusal to employ that person;
 - (b) Termination of that person’s employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; . . .

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraph (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

(Ex. C at 026.)

23. Subject to all of the terms and conditions of the Society Policies, the Society Policies potentially provide coverage for “bodily injury” or “property damage” only if it is caused by an “occurrence.” (Ex. C at 076.)

24. The Society Policies define “bodily injury” as “bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.” (Ex. C at 088.)
25. The Underlying Lawsuit does not allege “bodily injury” as that term is defined in the Society Policies.
26. The Society Policies define “property damage,” in relevant part, as “Physical injury to tangible property, including all resulting loss of use of that property,” or “Loss of use of tangible property that is not physically injured.” (Ex. C at 090.)
27. The Underlying Lawsuit does not allege “property damage” as that term is defined in the Society Policies.
28. The Society Policies define an “occurrence” as “an accident, including continuous or repeated exposure to substantially the same general harmful conditions.” (Ex. C at 090.)
29. The Underlying Lawsuit does not allege an “occurrence” as that term is defined in the Society Policies.
30. The Society Policies exclude coverage for “bodily injury” that is expected or intended from the standpoint of the insured; and “bodily injury” to an “employee” of the insured arising out of and in the course of employment by the insured or performing duties related to the conduct of the insured’s business. (Ex. C at 078, 079.)
31. The Society Policies exclude coverage for “bodily injury” arising out of employment-related practices, policies, acts, or omissions. (Ex. C at 026.)
32. Even if the Underlying Lawsuit did allege “bodily injury” caused by an “occurrence,” such “bodily injury” would be excluded from coverage under the Society Policies.

33. The Society Policies exclude coverage for “property damage” that is expected or intended from the standpoint of the insured; and for damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. (Ex. C at 078, 083.)
34. Even if the Underlying Lawsuit did allege “property damage” caused by an “occurrence,” such “property damage” would be excluded from coverage under the Society Policies.
35. Subject to all of the terms and conditions of the Society Policies, each of the Society Policies potentially covers “personal and advertising injury” only if it is caused by an offense arising out of Niles Grand’s business during its respective policy period. (Ex. C at 076.)
36. The Society Policies exclude coverage for “personal and advertising injury” caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict “personal and advertising injury”; “personal and advertising injury” arising out of a breach of contract; damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data; and “personal and advertising injury” arising directly or indirectly out of any action or omission that violates or is alleged to violate any federal, state, or local statute, ordinance, or regulation that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information. (Ex. C at 082, 083.)
37. The Society Policies exclude coverage for “personal and advertising injury” arising out of any employment-related practices, policies, acts, or omissions. (Ex. C at 026.)

- 38. To whatever extent the Underlying Lawsuit may allege “personal and advertising injury,” it would be excluded from coverage under the Society Policies.
- 39. Society has no duty to defend or indemnify Niles Grand in the Underlying Lawsuit.
- 40. Upon information and belief, one or more of the defendants herein disagree with the foregoing position.
- 41. There is an actual and justiciable controversy between the parties which may be determined by a judgment order of this Court, and this Court has the power to declare and adjudicate the rights and liabilities of the parties hereto under the terms and provisions of the policies of insurance referred to herein and to adjudicate the final rights of all parties and give such other and further relief as may be necessary to enforce same.

WHEREFORE, the Plaintiff, SOCIETY INSURANCE, respectfully requests that this Court enter an order as follows:

- a. Finding and declaring that the Society Policies do not cover the Underlying Lawsuit as alleging “bodily injury,” “property damage,” or “personal and advertising injury”;
- b. Finding and declaring that Society has no duty to defend or indemnify Niles Grand in the Underlying Lawsuit; and
- c. Granting Society all other further relief this Court deems proper.

COUNT II—NO COVERAGE UNDER THE ILLINOIS – EMPLOYMENT-RELATED PRACTICES LIABILITY ENDORSEMENT

- 42. Society incorporates paragraphs 1–41 above as paragraph 42 of Count II as though fully set forth herein.
- 43. Each of the Society Policies contains the Illinois – Employment-Related Practices Liability Endorsement, which provides as follows in the relevant parts of the 2017–18 Society Policy:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ILLINOIS – EMPLOYMENT-RELATED PRACTICES LIABILITY ENDORSEMENT

THIS ENDORSEMENT PROVIDES CLAIMS-MADE AND REPORTED COVERAGE

PLEASE READ THE ENTIRE FORM CAREFULLY

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Employment-related Practices Liability Annual Aggregate	
Limit Of Insurance:	\$300,000
Deductible Amount:	\$5,000
Retroactive Date:	05/01/2015

For the purposes of the coverage provided by this endorsement, **Section II – Liability** is amended as follows:

A. The following is added to Paragraph A. Coverages:

1. Insuring Agreement

- a. We will pay those sums the insured becomes legally obligated to pay as damages resulting from a “wrongful act” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages because of a “wrongful act” to which this insurance does not apply. We may, at our discretion, investigate any incident that may result from a “wrongful act”
- b. This insurance applies to “wrongful acts” only if:
 - (1) The “wrongful act” takes place in the “coverage territory”;
 - (2) The “wrongful act” did not commence before the Retroactive Date, if any, shown in the Schedule, or after the end of the policy period; and
 - (3) A “claim” against any insured for damages because of the “wrongful act” is first made during the policy period or an Extended Reporting Period provided under Paragraph F. of this endorsement, in accordance with Paragraphs c. and d. below.
- c. A “claim” will be deemed to have been made at the earlier of the following times:
 - (1) When notice of such “claim” after being received by any insured is reported to us in writing; or
 - (2) When a “claim” against an insured is made directly to us in writing.

B. For the purposes of the coverage provided by this endorsement, the following is added to Paragraph B. Exclusions, Subparagraph 1. Applicable To Business Liability Coverage:

This insurance does not apply to:

c. Violation Of Laws Applicable To Employers

A violation of your responsibilities or duties required by any other federal, state or local statutes, rules or regulations, and any rules or regulations promulgated therefor or amendments thereto, except for the following,

and including amendments thereto: Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Pregnancy Discrimination Act of 1978, the Immigration Reform Control Act of 1986 the Family and Medical Leave Act of 1993 and the Genetic Information Nondiscrimination Act of 2008 or any other similar state or local statutes, rules or regulations to the extent that they prescribe responsibilities or duties concerning the same acts or omissions.

However, this insurance does not apply to a "wrongful act" arising out of your failure to comply with any of the accommodations for the disabled required of you by, or any expenses incurred as the result of physical modifications made to accommodate any person pursuant to, the Americans With Disabilities Act, or any amendments thereto, or any similar state or local statutes, rules or regulations to the extent that they prescribe responsibilities or duties concerning the same acts or omissions.

This exclusion does not apply to any "claim" for retaliatory treatment by an Insured against any person making a "claim" pursuant to such person's rights under any statutes, rules or regulations.

- G. For the purposes of the coverage provided by this endorsement, the following is added to Paragraph F. **Liability And Medical Expenses Definitions** of the policy:
1. "Claim" means a "suit" or demand made by or for a current, former or prospective "employee" for damages because of an alleged "wrongful act".
 3. "Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.
 4. "Wrongful act" means one or more of the following offenses, but only when they are employment-related:
 - a. Wrongful demotion or failure to promote, negative evaluation, reassignment, or discipline of your current "employee" or wrongful refusal to employ;
 - b. Wrongful termination, meaning the actual or constructive termination of an "employee":
 - (1) In violation or breach of applicable law or public policy; or
 - (2) Which is determined to be in violation of a contract or agreement, other than an employment contract or agreement, whether written, oral or implied, which stipulates financial consideration is due as the result of a breach of the contract;
 - c. Wrongful denial of training, wrongful deprivation of career opportunity, or breach of employment contract;
 - d. Negligent hiring or supervision which results in any of the other offenses listed in this definition;
 - e. Retaliatory action against an "employee" because the "employee" has:
 - (1) Declined to perform an illegal or unethical act;

- (2) Filed a complaint with a governmental authority or a "suit" against you or any other insured in which damages are claimed;
- (3) Testified against you or any other insured at a legal proceeding; or
- (4) Notified a proper authority of any aspect of your business operation which is illegal;
- f. Coercing an "employee" to commit an unlawful act or omission within the scope of that person's employment;
- g. Harassment;
- h. Libel, slander, invasion of privacy, defamation or humiliation; or
- i. Verbal, physical, mental or emotional abuse arising from "discrimination".

(Ex. C at 018-025.)

- 44. The Illinois – Employment-Related Practices Liability Endorsement potentially applies only when a "claim" is first made during the policy period, meaning when notice of the "claim" after being received by any insured is reported to Society in writing, or when a "claim" against an insured is made directly to Society in writing. (Ex. C at 019.)
- 45. As defined by the Illinois – Employment-Related Practices Liability Endorsement, a "claim" relating to the Underlying Lawsuit was first made during the 2017-18 Society Policy's policy period.
- 46. The 2017-18 Society Policy is the only Society Policy with a policy period that could potentially apply to the Underlying Lawsuit.
- 47. To whatever extent the Underlying Lawsuit alleges a "wrongful act" within the meaning of the Illinois – Employment-Related Practices Liability Endorsement, that coverage is subject to the exclusions in the Illinois – Employment-Related Practices Liability Endorsement.
- 48. The Illinois – Employment-Related Practices Liability Endorsement excludes coverage for "A violation of [Niles Grand's] responsibilities or duties required by any other federal, state or local statutes, rules or regulations" except for certain listed exceptions. (Ex. C at 019.)

49. The BIPA is a state statute.
50. Each count of the Underlying Lawsuit is based on conduct that is alleged to violate the BIPA.
51. The factual allegations of the Underlying Lawsuit, rather than the legal labels attached to the counts of the putative Class Action Complaint, control for purposes of determining the rights and duties of the parties to the 2017–18 Society Policy.
52. The BIPA is not specifically listed among the exceptions to the exclusion in the Illinois – Employment-Related Liability Endorsement that excludes coverage for a violation of the insured’s responsibilities or duties required by statute. (Ex. C at 019.)
53. The BIPA does not prescribe responsibilities or duties concerning the same acts or omissions as Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Pregnancy Discrimination Act of 1978, the Immigration Reform Control Act of 1986, the Family Medical Leave Act of 1993, or the Genetic Information Nondiscrimination Act of 2008, and is not a “similar statute” to those discrimination-related statutes.
54. Exclusion c. Violation Of Laws Applicable To Employers precludes coverage for the Underlying Lawsuit under the Illinois – Employment-Related Practices Liability Endorsement in the 2017–18 Society Policy.
55. Society has no duty to defend or indemnify Niles Grand in the Underlying Lawsuit under the Society Policies.
56. Upon information and belief, one or more of the defendants herein disagree with the foregoing position.

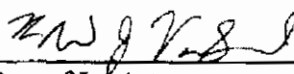
57. There is an actual and justiciable controversy between the parties which may be determined by a judgment order of this Court, and this Court has the power to declare and adjudicate the rights and liabilities of the parties hereto under the terms and provisions of the policy of insurance referred to herein and to adjudicate the final rights of all parties and give such other and further relief as may be necessary to enforce same.

WHEREFORE, the Plaintiff, SOCIETY INSURANCE, respectfully requests that this Court enter an order as follows:

- a. Finding and declaring that the Underlying Lawsuit is excluded from the coverage of the Illinois – Employment-Related Practices Liability Endorsement in the Society Policies;
- b. Finding and declaring that Society has no duty to defend or indemnify Niles Grand in the Underlying Lawsuit; and
- c. Granting Society all other further relief this Court deems proper.

Respectfully submitted,

SOCIETY INSURANCE

By:  _____
One of Its Attorneys

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