UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

FOUNTAIN ENTERPRISES, LLC d/b/a ANYTIME FITNESS – WEST POINT, individually and behalf of all others similarly situated,

Plaintiff,

vs.

MARKEL INSURANCE COMPANY,

Defendant.

CLASS ACTION

Case No. 1:20-cv-03689

Hon. Andrea R. Wood

Magistrate Hon. Jeffrey T. Gilbert

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DEFENDANT MARKEL INSURANCE COMPANY'S BRIEF IN SUPPORT OF MOTION TO DISMISS CLASS ACTION COMPLAINT

This Court should dismiss with prejudice the Complaint of Plaintiff Fountain Enterprises, LLC d/b/a/ Anytime Fitness – West Point ("Fountain") under Fed. R. Civ. P. 12(b)(6) because it fails to state a claim against Defendant Markel Insurance Company ("MIC"). As a matter of law, Fountain is not entitled to insurance coverage for alleged business-interruption losses resulting from the coronavirus pandemic for two independent reasons addressed in this motion.

First, the insurance policy requires "direct physical" loss of or damage to property. It does not cover the purely economic losses alleged here, which resulted from efforts to contain the pandemic.

Second, Fountain alleges facts that establish the applicability of the policy's "Exclusion of Loss Due to Virus or Bacteria." That exclusion broadly declares, "We will not pay for loss or damage caused by or resulting from any virus." Such alleged losses are the gravamen of Fountain's Complaint. While Fountain avers that its "losses and expenses are not excluded from coverage under the Policy" (e.g., Dkt. 1 ¶ 79), it does not disclose the policy's express "virus" exclusion.

BACKGROUND

A. The Policy coverages at issue all require direct physical loss or damage, and they all exclude any loss caused by or resulting from a virus.

Fountain purchased an MIC commercial property insurance policy effective April 1, 2019, which it renewed on April 1, 2020. (Dkt. 1 ¶ 4.) The material terms of that initial policy and renewal policy (together, the "Policy")[1] are the same. (Compl. Ex. A, Dkt. 1-1.)

Fountain invokes the Policy's Business Income and Extra Expense Coverage (Counts I through III), Extended Business Income Coverage (Counts IV through VI), and Civil Authority Coverage (Counts VII through IX). All of these coverages require "direct physical" loss of or damage to either the insured premises or, in the case of Civil Authority Coverage, to property within one mile of the insured premises. Business Income Coverage applies only where there is a loss of Business Income sustained due to a necessary suspension of operations, which "must be caused by *direct physical loss of or damage to property* at premises that are described in the Declarations of the policy." (Dkt. 1-1 at 291-92, subpts. F.1-2 (emphasis added); *see* Dkt. 1 ¶ 29.) Extra Expense Coverage also requires "direct physical loss." (Dkt. 1-1 at 292, subpt. F.3; *id.* at 292, subpt. F.4; *id.* at 261, § A ("Covered Cause of Loss" means "*direct physical loss* unless the loss is excluded or limited in this policy" (emphasis added)); *see* Dkt. 1 ¶¶ 26, 29, 32.)

Similarly, Extended Business Income Coverage provides for an extended period of coverage as set forth in the Policy, but only where there is a "Business Income loss payable under this policy." That loss of Business Income "must be caused by *direct physical loss or damage* at the described premises." (Dkt. 1-1 at 293, subpt. F.6.c (emphasis added); *see* Dkt. 1 ¶ 31.) Civil Authority Coverage requires, among other things, a "Covered Cause of Loss" that causes "*damage to property*" other than, and within one mile of, the described premises; moreover, "Covered Cause of Loss" means "*direct physical loss* unless the loss is excluded or limited in this policy." (Dkt. 1-1 at 292-93 subpart F.6.a.i; *id.* at 261, § A (emphasis added); *see* Dkt. 1 ¶¶ 26, 33, 34, 36.)

[1] "Documents attached to the complaint and motions to dismiss are considered part of the pleadings if they are referred to in the plaintiff's complaint and are central to his claim." *Pomerantz v. Int'l Hotel Co., LLC*, 359 F. Supp. 3d 570, 575 (N.D. Ill. 2019) (internal quotation marks omitted).

Finally, the Policy's conspicuous Exclusion of Loss Due to Virus or Bacteria (the "Virus Exclusion"), which the Complaint does not acknowledge (*e.g.*, Dkt. 1 ¶ 79), by its express terms applies to "all coverage under all forms and endorsements" of the Policy (Dkt. 1-1 at 253, 454). The Virus Exclusion broadly excludes payment for "loss or damage *caused by or resulting from any virus*, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease." (*Id.* (emphasis added).)

COMMERCIAL PROPERTY
CP 01 40 07 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

A. The exclusion set forth in Paragraph B. applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.

B. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.

C. With respect to any loss or damage subject to the exclusion in Paragraph B., such exclusion supersedes any exclusion relating to "pollutants".

D. The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:

1. Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
2. Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, Including any endorsement increasing the scope or amount of coverage.

E. The terms of the exclusion in Paragraph B., or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

CP 01 40 07 06 © ISO Properties, Inc., 2006 Page 1 of 1 □

B. The Complaint's allegations establish the Virus Exclusion's applicability and fail to plausibly plead any direct physical loss.

Fountain alleges that it owns and operates four Anytime Fitness locations in Mississippi and Alabama (Dkt. 1 ¶¶ 19, 70) and that it suspended business at those locations based on certain coronavirus-driven orders issued by state and local government authorities in those states (*id.* ¶ 70). Fountain repeatedly alleges facts establishing that these orders, and its suspended operations, resulted from the coronavirus: It alleges that it was "forced" to suspend operations "due to" and "based on" orders issued "in response to," "because of," "associated with," and "to prevent the spread of" the coronavirus. (*E.g.*, *id.* ¶¶ 10-14, 37-45, 46, 50, 52, 54, 56-57, 59, 61, 63, 65-68, 80.) It alleges, for instance, "a suspension and/or cessation of all normal business operations given the response to the global pandemic associated with the spread of COVID-19, including the actions of civil authority described" in its Complaint. (*Id.* ¶ 80.)

Fountain conclusorily alleges that "[t]here has been a direct physical loss of and/or damage to the covered premises under the Policy by, among other things, contaminating the property, denying access to the property, preventing customers and employees from physically occupying the property, causing the property to by physically uninhabitable by customers and employees, causing its function be nearly eliminated or destroyed, and/or causing a suspension of business operations on the premises." (*Id.* ¶ 76.) This grammatically and contextually confusing paragraph of the Complaint does not refer to Fountain, unlike other paragraphs alleging losses. (*E.g.*, *id.* ¶ 77.) It specifies no particular "property" among its four Anytime Fitness locations (*id.* ¶ 19) that was "contaminat[ed]" (*id.* ¶ 76). Indeed, in the context of this putative class action purporting to seek relief on behalf of a class of allegedly similarly situated Anytime Fitness franchisees, it is entirely unclear what Fountain is alleging here as to *Fountain's* properties. Regardless, Fountain alleges no concrete or plausible instance of physical loss of or damage to either its property or to *any* property within a mile of its insured premises.

ARGUMENT

MIC is sympathetic regarding the harm that the coronavirus has caused to public health and to businesses like Fountain's. But no matter how extensive the pandemic's reach, or how

sympathetic its victims, the crisis does not justify imposing on an insurer obligations to pay for losses it never undertook to insure. Fountain's claims are governed by Mississippi and Alabama law because its properties at issue are located in those states, the Policy was issued to Fountain in Mississippi, and Fountain is domiciled in Mississippi.[2] Under both states' law, when, as here, "the words of an insurance policy are plain and unambiguous, the court will afford them their plain, ordinary meaning and will apply them as written." *Noxubee Cty. Sch. Dist. v. United Nat. Ins. Co.*, 883 So. 2d 1159, 1165 (Miss. 2004); *see Monninger v. Group Ins. Serv. Ctr.*, 494 So. 2d 41, 43 (Ala. 1986) (where there is "no ambiguity in its terms, an insurance contract must be enforced as written"). A straightforward reading of the Policy in relation to the Complaint shows that Fountain has not plausibly alleged the requisite "direct, physical loss of or damage to" any relevant property. And, even if it had, the Policy's Virus Exclusion—which Fountain's Complaint ignores—bars coverage. Accordingly, the Court must enter judgment in MIC's favor and dismiss Fountain's Complaint with prejudice.

I. Fountain Fails to State a Claim for Coverage under the Policy's Insuring Language.

Fountain alleges no plausible claim for breach of contract or a declaratory judgment (Counts I-II, IV-V, VII-VIII) because it alleges no physical alteration of any relevant property. "Direct physical" loss of or damage to property has been the subject of extensive litigation throughout the United States. Courts agree that the requirement that a loss be "direct" and "physical" precludes losses that are incorporeal, and policies containing such a requirement do not provide coverage when a property owner suffers economic loss that is not caused by a distinct, demonstrable, physical alteration of the property.

[2] "A federal court sitting in diversity looks to the conflict-of-laws rules in the state jurisdiction in which it sits in order to choose the substantive law applicable to the case, in this case Illinois." *Perma-Pipe, Inc. v. Liberty Surplus Ins. Corp.*, 38 F. Supp. 3d 890, 893 (N.D. Ill. 2014) (internal quotation marks omitted). Under Illinois choice-of-law rules, "[b]ecause the insurance contract is silent with respect to choice of law, the Court considers the contacts that are most significant to it, including the location of the subject matter, the place of delivery of the contract, the domicile of the insured or of the insurer, the place of the last act to give rise to a valid contract, the place of performance, or other place bearing a rational relationship to the general contract." *Id.* at 894.

As explained by the Southern District of Mississippi, a court may not "render the words 'direct' and 'physical' meaningless in the context of the policy." *J. O. Emmerich & Assocs., Inc. v. State Auto Ins. Cos.*, No. 3:06CV00722-DPJ-JCS, 2007 WL 9775576, at *3 (S.D. Miss. Nov. 19, 2007) (applying Mississippi law). "The distinction between loss with and without physical damage," the court held, "'preclude[s] any claim against the property insurer when the insured merely suffers a detrimental economic impact unaccompanied by a distinct, demonstrable, physical alteration of the property.'" *Id* at *4 (quoting *Couch on Insurance* § 148:46 (3d ed. 2007)). Thus, in *J. O. Emmerich*, losses due to a power outage were not covered where the computer was "merely unavailable" for a time, but "[t]here was no physical alteration to" it. *Id*. (citing *Pentair v. Am. Guar. & Liab. Ins. Co.*, 400 F.3d 613, 614 (8th Cir. 2005) (loss of electricity without physical damage is not "direct physical loss"); *Great N. Ins. Co. v. Benjamin Franklin Fed. Sav. & Loan Ass'n*, 793 F. Supp. 259, 263 (D. Or. 1990) (economic loss attendant to removal of asbestos from covered building was not "direct physical loss"); *Roundabout Theatre Co. v. Cont'l Cas. Co.*, 751 N.Y.S.2d 4, 8-9 (App. Div. 2002) (loss of access to theater did not constitute "direct physical loss")).

Alabama case law is in accord. *See Camp's Grocery, Inc. v. State Farm Fire & Cas. Co.*, No. 4:16-cv-0204-JEO, 2016 WL 6217161, at *8 (N.D. Ala. Oct. 25, 2016) (corrupted credit card data resulted in economic loss only and not "physical harm or damage" to credit cards); *Am. States Ins. Co. v. Martin*, 662 So. 2d 245, 249 (Ala. 1995) (concluding that "strictly economic losses like lost profits, loss of an anticipated benefit of a bargain, and loss of an investment, do not constitute damage or injury to 'tangible property'").

Courts across the country hold that "'physical,' given the ordinary meaning of the term, is 'widely held to exclude alleged losses that are intangible or incorporeal, and, thereby, to preclude any claim against the property insurer when the insured merely suffers a detrimental economic impact unaccompanied by a distinct, demonstrable, physical alteration of the property.'" *E.g.*, *MRI Healthcare Ctr. of Glendale, Inc. v. State Farm Gen. Ins. Co.*, 115 Cal. Rptr. 3d 27, 37 (Ct. App. 2010) (quotation omitted). "A direct physical loss 'contemplates an actual change in insured

property then in a satisfactory state, occasioned by accident or other fortuitous event directly upon the property causing it to become unsatisfactory for future use or requiring that repairs be made to make it so.'" *Id.* (quotation omitted); *see also Ward Gen'l Ins. Servs., Inc. v. Employer's Fire Ins. Co.*, 7 Cal. Rptr. 3d 844, 850 (Ct. App. 2003) ("direct physical loss" requires loss of something that "has a material existence, formed out of tangible matter, and is perceptible to the sense of touch").

Thus, in *Newman Myers Kreines Gross Harris, P.C. v. Great Northern Insurance Co.*, 17 F. Supp. 3d 323 (S.D.N.Y. 2014), the court granted judgment for the insurer because, although the plaintiff lost business income during a power shutdown before and shortly after Hurricane Sandy, the insured property did not suffer direct physical loss or damage. The court reasoned that "[t]he critical policy language here—'direct physical loss or damage'—similarly, and unambiguously, requires some form of actual, physical damage to the insured premises." *Id.* at 331. The court continued, "The words 'direct' and 'physical,' which modify the phrase 'loss or damage,' ordinarily connote actual, demonstrable harm of some form to the premises itself, rather than forced closure of the premises for reasons exogenous to the premises themselves, or the adverse business consequences that flow from such closure." *Id.*

Fountain's various conclusory allegations of direct physical loss all fail to allege any physical alteration of either its own premises or any relevant property within a one-mile radius of those premises. (*E.g.*, Dkt. 1 ¶¶ 76, 108, 128.) Nor would such an allegation be plausible. *See Rios-O'Donnell v. Am. Airlines, Inc.*, 837 F. Supp. 2d 868, 873 (N.D. Ill. 2011) (to survive a motion to dismiss for failure to state a claim, a "plaintiff must provide enough facts to state a claim to relief that is plausible on its face" (quotation omitted)). "[I]t is not sufficient to plead that the Plaintiff has suffered damages in the form of 'direct physical damage to its property."' *Timber Pines Plaza, LLC v. Kinsale Ins. Co.*, No. 8:15-cv-1821-T-17TBM, 2016 WL 8943313, at *2 (M.D. Fla. Feb. 4, 2016). Even if one assumes the presence of coronavirus at Fountain's premises—which Fountain never plainly alleges—that is not direct physical loss or damage both because it can be cleaned and because it involves no "distinct, demonstrable, physical alteration" of property. *See*,

e.g., *Universal Image Prods., Inc. v. Fed. Ins. Co.*, 475 F. App'x 569, 574 (6th Cir. 2012) (policyholder not entitled to recover lost business income where it temporarily vacated its premises to clean and remediate microbial contamination because it "did not suffer any tangible damage to physical property" as a result of mold and bacterial contamination); *Mama Jo's Inc. v. Sparta Ins. Co.*, No. 17-cv-23362-KMM, 2018 WL 3412974, at *9 (S.D. Fl. June 11, 2018) (no "direct physical loss" where dust that infiltrated the insured's restaurant could be wiped down and cleaned), *aff'd mem.*, ___ F. App'x ___, 2020 WL 4782369, slip op. at *23 (11th Cir. Aug. 18, 2020) (under Florida law, "an item or structure that merely needs to be cleaned has not suffered a 'loss' which is both 'direct' and 'physical'"); *Mastellone v. Lightning Rod Mut. Ins. Co.*, 884 N.E.2d 1130, 1144 (Ohio Ct. App. 2008) (mold did not constitute "physical damage" because it "did not alter or otherwise affect the structural integrity of the [property]"). Indeed, Fountain concedes that its gyms are cleanable (*see, e.g.*, Dkt. 1 ¶¶ 74-75) and it alleges no physical alteration of property caused by either the coronavirus or the government orders. For this reason, its claims must be dismissed.

Recent cases nationally have rejected the notion that the presence of coronavirus in a building, or a government-ordered suspension of operations due to the coronavirus, constitutes damage to or a direct physical loss of property. For example, in *Diesel Barbershop, LLC v. State Farm Lloyds*, No. 5:20-CV-461-DAE, 2020 WL 4724305 (W.D. Tex. Aug. 13, 2020), a barbershop sought coverage in connection with Texas closure orders resulting from the coronavirus. The court held that "tangible injury to property" is required for there to be direct physical loss, noting that courts within the Fifth Circuit have interpreted the plain meaning of "physical" loss to require a "distinct, demonstrable physical alteration of the property." *Id.* at *5 (citations and internal quotations omitted). And in *Rose's 1, LLC v. Erie Ins. Co.*, Civil Case No. 2020 CA 002424B, at *5 (D.C. Super. Ct. Aug. 6, 2020) (**Ex. 1**), the court granted judgment for the insurer where the insured restaurant lacked evidence of an effect "on the material or tangible structure of the insured properties." As here, there was no allegation that either the coronavirus or

the government orders "involved some compromise to the physical integrity of the insured property." *Id.* at 5-6.

Undersigned counsel is aware of only one opinion nationally—*Studio 417, Inc. v. The Cincinnati Insurance Co.*, No. 20-cv-03127-SRB, 2020 WL 4692385 (W.D. Mo. Aug. 12, 2020)—denying a motion to dismiss in a coronavirus business-interruption case. That opinion is distinguishable and inapplicable here for at least three reasons. First, the court relied on a handful of cases from other jurisdictions construing "direct physical loss" to not require a physical alteration of property. *Id.* at *4-6. Courts applying Mississippi and Alabama law, however, have construed "direct physical loss" to require tangible, "physical" alteration of property and held that the "mere[] unavailab[ility]" of the property is insufficient. *J. O. Emmerich*, 2007 WL 9775576, at *4 (S.D. Miss.); *Camp's Grocery*, 2016 WL 6217161, at *1 (N.D. Ala.); *Am. States Ins.*, 662 So. 2d at 249 (Alabama). Second, the *Studio 417* court emphasized that the plaintiffs "expressly allege physical contamination." *Id.* at *7. Plaintiff makes no clear allegation here that any of *its* properties experienced viral contamination. Third, the insurance policy in *Studio 417* lacked any virus exclusion. That exclusion is addressed in the section that follows.

II. Fountain's Claims All Are Barred by the Virus Exclusion.

Fountain's claims also all fail as a matter of law under the Policy's Virus Exclusion, which, by its terms, "applies to all coverage under all forms and endorsements" of the Policy, specifically "including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority." (Dkt. 1-1 at 253, 454.) Under the Virus Exclusion, MIC "will not pay for loss or damage *caused by or resulting from any virus*, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease." (*Id.* (emphasis added).)

In addition, Fountain's coverage theories *all* require a "Covered Cause of Loss." (*See, e.g.*, Dkt. 1 ¶¶ 29, 31, 33 (quoting Policy language for each allegedly applicable coverage).) The Policy defines "Covered Cause of Loss" to mean "direct physical loss *unless the loss is excluded … in*

this policy." (Dkt. 1-1 at 261 § A (emphasis added).) The Virus Exclusion thus removes all of the claims caused by or resulting from any virus from the scope of a "Covered Cause of Loss."

The Virus Exclusion applies wherever the virus is in the chain of causation leading to the insured's alleged losses. The term "resulting from" in an insurance contract is "broadly" interpreted," and it "broadly links a factual situation with the event creating liability, and connotes only a minimal causal connection or incidental relationship." *Mosley v. Pac. Specialty Ins. Co.*, 263 Cal. Rptr. 3d 28, 35 (Ct. App. 2020) (quotation omitted), *review filed* (July 1, 2020). "Thus, the term 'resulting from' is generally equated ... with origination, growth or flow from the event." *Id.* (quotations omitted). "In determining whether a loss 'results from' a liability-creating event, we use 'common sense.'" *Id.* Thus, under Mississippi insurance law, a loss "resulted from" a prior condition within the meaning of a policy where the "condition set in motion the chain of events culminating in the [loss], which by the causal chain, is directly linked to the … condition." *Duck v. First Assur. Life of Am.*, 929 F. Supp. 236, 239 (S.D. Miss. 1996) (plaintiff's "disability because of the staph infection is properly said to have 'resulted from' his preexisting osteoarthritic knee condition" where the preexisting condition led to a knee-replacement surgery that caused the plaintiff to develop the infection).

The Virus Exclusion plainly precludes coverage for "loss or damage caused by or resulting from any virus," and Fountain's factual allegations establish the applicability of the Virus Exclusion to Fountain's claims, whether those claims are alleged to flow from the effect of the virus itself or the virus-precipitated civil-authority orders. Fountain alleges, for example, losses from a Fulton, Mississippi order that was issued "as a result of … 'Coronavirus Disease' (COVID-19)." (Dkt. 1 ¶¶ 10, 46-49.) It alleges losses from a West Point, Mississippi order issued "due to the existence of a public emergency ... 'caused by COVID-19.'" (*Id.* ¶¶ 11, 50-53.) It alleges losses from a Clay County, Mississippi resolution entered due to "the risk of spread of COVID-19." (*Id.* ¶¶ 12, 52-53.) It also alleges losses from a Mississippi shelter-in-place order issued "because of" and "in response to" COVID-19. (*Id.* ¶¶ 13, 54-57.) Similarly, Fountain alleges that Alabama orders or proclamations—issued "based on" and "due to" the coronavirus pandemic—"forced" it

to suspend operations. (*Id.* ¶¶ 58-64.) The Virus Exclusion expressly applies to "forms that cover … action of civil authority" (Dkt. 1-1 at 253, 454), and that clause's only possible interpretation is that coverage is specifically excluded where, as here, the actions of the civil authorities resulted from a virus. Any other result would simply read the Virus Exclusion out of existence as applied to the Civil Authority Coverage. By its plain terms, the Virus Exclusion is dispositive of Fountain's claims, which must be dismissed.

III. Fountain's Bad-Faith Claims Fail as a Matter of Law.

Fountain's claims for insurance bad faith (Counts III, VI, IX) must also be dismissed. Under Mississippi law, to prevail on a claim for bad-faith denial of an insurance claim, Fountain "must show that the insurer denied the claim (1) without an arguable or legitimate basis, either in fact or law, and (2) with malice or gross negligence in disregard of the insured's rights." *Broussard v. State Farm Fire and Cas. Co.*, 523 F.3d 618, 628 (5th Cir. 2008) (quoting *U.S. Fidelity & Guar. Co. v. Wigginton*, 964 F.2d 487, 492 (5th Cir. 1992)). In Alabama, "contractual liability is a prerequisite for liability for bad faith." *Acceptance Ins. Co. v. Brown*, 832 So. 2d 1, 16 (Ala. 2001). Even then, "Alabama law is clear: … regardless of the imperfections of [the insurer's] investigation, the existence of a debatable reason for denying the claim at the time the claim was denied defeats a bad faith failure to pay the claim." *State Farm Fire & Cas. Co. v. Brechbill*, 144 So. 3d 248, 259 (Ala. 2013) (emphasis and quotation omitted). As shown above, there is no coverage under the Policy terms invoked by Fountain here. At a minimum, there is a reasonably arguable basis for denying coverage. Fountain has failed to state a claim for bad faith, and its Complaint must be dismissed.

CONCLUSION

The Court should dismiss Fountain's Complaint with prejudice.

Respectfully submitted,

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Dated: August 19, 2020

CERTIFICATE OF SERVICE

I hereby certify that I filed the foregoing document with the Court's ECF filing system on August 19, 2020, which will effectuate service on all counsel of record.

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