

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 1:20-cv-01152-CMA-KLM

ANN C. HOAK, JOHN NEVRAUMONT,
SUNIT ANANDWALA, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

UNITED SPECIALTY INSURANCE
COMPANY,

Defendant.

AMENDED CLASS ACTION COMPLAINT

Plaintiffs Ann C. Hoak, John Nevraumont, and Sunit Anandwala (“Plaintiffs”) bring this action on behalf of themselves and all other similarly situated persons against Defendant United Specialty Insurance Company (“USIC”). Plaintiffs make the following allegations pursuant to the investigation of counsel, and based upon information and belief, except as to the allegations specifically pertaining to them, which are based on personal knowledge.

I. NATURE OF ACTION

1. This is a class action for breach of contract to recover amounts for the loss of use of ski passes insured by USIC. Plaintiffs’ claims and those of the proposed class are supported by the written provisions of the ski pass insurance they purchased from USIC, which are materially the same for all members of the proposed class.

2. Plaintiffs and the proposed class members purchased from USIC ski pass insurance that covers the cost of each insured ski pass against the risk of not being able to use the pass due

to the occurrence of a covered peril. Defendant promised to reimburse Plaintiffs and members of the proposed class for the cost of their ski passes (minus an applicable daily rate or pro-rata reduction for each day that an insured used his or her ski pass during the 2019/2020 ski season).

3. Despite unambiguous language in the insuring agreement, which is fully integrated, USIC breached its promises by failing to pay Plaintiffs and proposed class members when they were prevented from using their ski passes because of closure of ski resorts due to the COVID-19 pandemic.

4. USIC has caused material harm to Plaintiffs and the proposed class by improperly failing to make payment.

5. On behalf of themselves and a class of similarly situated persons, Plaintiffs seek to recover compensatory damages, as well as declaratory relief.

II. PARTIES

6. Plaintiff Ann C. Hoak is a resident of the City of Vail in Eagle County, Colorado.

7. Plaintiff John Nevraumont is a resident of the City of San Leandro in Alameda County, California.

8. Plaintiff Sunit Anandwala is a resident of the City of Seattle in King County, Washington.

9. Defendant USIC is a property casualty insurance company incorporated under the laws of the State of Delaware with its principal place of business in the State of Texas at 1900 L Don Dodson Drive, Bedford, Texas 76021.

III. JURISDICTION AND VENUE

10. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(d)(2), because this is a class action in which at least one member of the class is a citizen of a state different from

Defendant, the amount in controversy exceeds \$5 million exclusive of interest and costs, and the proposed class contains more than 100 members.

11. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 in that Defendant resides in this judicial district and division and a substantial portion of the events giving rise to the causes of action occurred in this judicial district and division.

FACTUAL BACKGROUND

The Epic Pass and Ski Pass Insurance

12. Defendant USIC provides ski pass insurance whereby it promises its insureds coverage against loss of use of their ski passes.

13. Vail Corporation d/b/a Vail Resorts Management Company (“Vail Resorts”) operates 33 ski resorts throughout the United States. Vail Resorts sells “Epic Passes” promising access to skiing and snowboarding at its resorts. Consumers can purchase Epic Passes as: (1) annual passes for prices generally ranging from \$319 to \$979; (2) weekly passes for prices generally ranging from \$391 to \$766; or (3) day or multi-day passes for prices generally ranging from \$67 to \$766.

14. To induce consumers to purchase Epic Passes well in advance of the ski season, and to mitigate the risk that consumers may be unable to realize the full use of their Epic Pass for reasons beyond their control, pass insurance was offered to Vail Resorts’ customers through USIC.

15. Upon information and belief, Vail Resorts sold hundreds of thousands of Epic Passes for the 2019/2020 ski season.

16. Upon information and belief, thousands of consumers purchased insurance on their Epic Passes through USIC.

17. The website for Epic Pass identified pricing for pass insurance as follows, based on the type of Epic Pass purchased:

<u>Pass Type</u>	<u>Adult/Teen</u>	<u>Child</u>
Epic Pass	\$32	\$22
Military Epic Pass – Active/Retired	\$17	N/A
Military Epic Pass – Active/Retired Dependent	\$17	\$12
Military Epic Pass – Veteran	\$27	N/A
Military Epic Pass – Veteran dependent	\$27	\$17
Epic Local Pass	\$27	\$17
Epic Day Pass	\$27	\$17
Summit Value Pass	\$27	\$17
Keystone Plus Pass	\$17	\$12
Park City Youth Pass	\$17	\$12
Tahoe Local Pass	\$27	\$17
Tahoe Value Pass	\$17	\$12
Kirkwood Pass	\$27	\$17
Afton Alps Pass	\$17	\$17
Mt. Brighton Pass	\$17	\$12
Wilmot Pass	\$17	\$12

Plaintiffs Purchased Ski Pass Insurance

18. Plaintiffs purchased Epic Passes providing them access during the 2019/2020 ski season to the mountain resorts owned and/or operated by Vail Resorts.

19. Plaintiffs also purchased ski pass insurance from USIC on their 2019/2020 Epic Passes. A true and accurate copy of the “Certificate of Season Ski Pass Insurance” (“Certificate”) is attached hereto as Exhibit A and is incorporated herein by reference.

20. The Certificate identifies USIC as the insurer of “SEASON SKI PASS INSURANCE COVERAGE UNDER MASTER POLICY NUMBER: EYHBDISP0317.” The Certificate further provides: “This is to certify that the undersigned has arranged insurance as hereinafter specified and underwritten by United Specialty Insurance Company.”

21. The Certificate is the “record of coverage under the plan” for each purchaser of ski pass insurance through USIC.

22. Plaintiffs are owners of ski pass insurance from USIC on the Epic Passes they purchased from Vail Resorts for the 2019/2020 ski season. Their ski pass insurance was in force at the time of the alleged loss.

23. USIC is the effective and liable insurer of Plaintiffs’ Epic Passes for the 2019/2020 ski season. Likewise, USIC is the effective and liable insurer of passes purchased by persons meeting the class definition (the “Class”).

24. The terms of the ski pass insurance purchased by Plaintiffs and members of the proposed Class are evidenced in the Certificate. The terms of the ski pass insurance are not subject to individual negotiation and are materially the same for all insureds who purchased ski pass insurance through USIC.

Terms of the Ski Pass Insurance

25. The Certificate provides:

PROPERTY INSURED AND COVERAGE LIMITS: We cover the Season Ski Pass Cost you paid. We cover you against the risk of not being able to use your Season Ski Pass due to a covered peril. We will reimburse you for the Season Ski Pass Cost minus the applicable Daily Rate or Pro-Rata reduction (for the Epic Day Pass) for each day (or portion thereof) that you have used your Season Ski Pass during the Ski/Snowboard Season.

26. The Certificate defines “Season Ski Pass” as follows:

SEASON SKI PASS – means any lift ticket access pass for multiple day usage throughout the duration of the Ski/Snowboard Season.

27. The Certificate defines the “Ski/Snowboard Season” as follows:

SKI/SNOWBOARD SEASON – the period starting on October 15, 2019 and ending on April 15, 2020.

28. The Certificate defines “Season Ski Pass Cost” as follows:

SEASON SKI PASS COST – Means the purchase price of the Season Ski Pass.

29. The Certificate defines “Daily Rate” as follows:

DAILY RATE – means \$95 per day for an adult pass (age 13 and up) at all Destination Resorts except; \$50 per day at Stevens Pass, Okemo, Stowe and Sunapee; \$35 per day at Afton Alps, Mt. Brighton and Wilmot Mtn. **DAILY RATE** for a child pass (age 12 and under) is \$35 per day at all Destination Resorts except \$15 per day at Afton Alps, Mt. Brighton and Wilmot Mtn. The DAILY RATE does not apply to Epic Day Pass. Usage reduction for Epic Day pass will be pro-rated for each usage day and if all days have been used there is no refund.

30. The Certificate defines “Covered Peril,” in part, as follows:

PERILS INSURED AGAINST: Subject to the Exclusions and Coverage Limits, the Insured has coverage against Loss of use of your Season Ski Pass if caused by any one of the following unforeseen perils *occurring after the effective date of coverage:*

a) Sickness, Injury or death of you or a Family member;

...

e) you are subpoenaed, required to serve on a jury, hijacked, **quarantined** or your travel visa is denied; (emphasis added)...

31. The term “quarantined” is not expressly defined within the Certificate but is commonly understood to mean: “to detain in or exclude by quarantine,” “to isolate from normal relations,” “a restraint upon the activities or communication of persons...designed to prevent the spread of disease...,” “the situation of being kept away from others to prevent a disease from spreading,” “to exclude, detain, or isolate for political, social, or hygienic reasons,” and “a system of measures maintained by governmental authority at ports, frontiers, etc., for preventing the spread of disease.” See www.merriam-webster.com; www.dictionary.com.

32. The Certificate defines “Loss” as follows:

LOSS – means your inability to use your Season Ski Pass due to an unforeseen event, occurrence or circumstance.

33. The Certificate states:

VALUATION: The value of the Season Ski pass will be determined at the time of Loss and will be the Season Ski Pass Cost minus the applicable Daily Rate for each day (or portion thereof) that you have used of your Season Ski Pass during the Ski/Snowboard Season.

34. The Certificate references no applicable exclusions for viruses, pandemics, related government and health orders and directives, or actions taken by Vail Resorts, independently or pursuant to such government and health orders and directives.

Plaintiffs’ Loss

35. The President of the United States, and state and local authorities throughout the United States, including the locations where ski resorts owned by Vail Resorts operate, have issued various orders and directives related to the COVID-19 pandemic, and limiting human contact and restricting travel and activities.

36. For instance, Eagle County, Colorado – where Plaintiff Hoak resides and the location of the Vail ski resort owned by Vail Resorts – filed a local disaster emergency declaration with the state of Colorado on March 7, 2020, in response to the arrival of COVID-19 in that county.

37. Likewise, the Governor of the State of Colorado, like the governors of other states, and representatives of local governments, municipalities, and counties around the United States, declared a state of emergency as a result of COVID-19, and on March 11, 2020, issued executive order D 2020 003, declaring a disaster emergency due to the presence of COVID-19 in Colorado.

38. On March 12, 2020, in response to the community spread of COVID-19, the Eagle County Public Health Department, like the health departments of states, municipalities, and

counties around the United States, issued a public health order imposing restrictions on social gatherings.

39. Thereafter, on March 14, 2020, having “been closely tracking every new development related to coronavirus (COVID-19) and hav[ing] been in constant contact with local health officials for guidance,” Vail Resorts announced it was closing all its mountain resorts in response to the COVID-19 pandemic beginning on March 15, 2020 through March 22, 2020, and would “reassess our approach for the rest of the season.” *See* “Update on Vail Resorts Operations from CEO Rob Kratz,” <https://www.snow.com/info/covid-19-update.aspx>.

40. That same day, the Governor of Colorado issued Executive Order D 2020 004 ordering the closure of downhill ski resorts “due to the presence of COVID-19 in the State of Colorado.”

41. On March 17, 2020, Vail Resorts made the decision to extend closure of its North American resorts for the entirety of the 2019/2020 season “amidst the continued challenges associated with the spread of coronavirus (COVID-19).” *See* Vail Resorts’ March 17, 2020, news release, “Vail Resorts to Close North American Resorts for the 2019-20 Ski Season,” <http://investors.vailresorts.com/news-releases/news-release-details/vail-resorts-close-north-american-resorts-2019-20-ski-season>.

42. Vail Resorts explained it made its decision “[g]iven the escalating concerns surrounding the global spread of COVID-19 and the potential impact that continuing to operate our resorts would have on our community medical systems,” and acknowledged its efforts to “work to contain the spread of COVID-19 with a focus on the health and safety of our employees, guests and communities.” *See* Vail Resorts’ March 18, 2020, news release, “Vail Resorts Provides Updated Commentary on COVID-19 Impact,” <http://investors.vailresorts.com/news-releases/news-release-details/vail-resorts-provides-updated-commentary-covid-19-impact>.

43. As a result of the closure, Plaintiffs were excluded from entering upon and using the facilities of any of Vail Resorts' properties and deprived of the use of their Epic Passes.

44. As set forth in the Certificate, Plaintiffs are entitled to receive from USIC payment of the cost of their Epic Passes less the applicable "Daily Rate" for each day that they used their Epic Passes during the ski/snowboarding season.

45. USIC is on notice of the COVID-19 pandemic and Vail Resorts' closure of ski resorts throughout North America, which has prevented access to all Epic Pass holders.

46. USIC is on notice of Plaintiffs' and the Class's loss of use of their Epic Passes.

47. Although the Certificate identifies coverage for loss of use of Epic Passes for Plaintiff and the proposed Class under the circumstances set forth herein, USIC has stated through its agents that it will not provide coverage for the March 14, 2020, closure of Vail Resorts' ski resorts.

48. Through its agents, USIC has therefore confirmed that any filing of notice of loss related to the March 14, 2020, closure of Vail Resorts' ski resorts would be futile.

49. Specifically, the Certificate provides that any notice of loss can be made to American Claims Management ("ACM") by mail, email, or by report online via smartphone or computer at <https://www.acmclaims.com/secureforms2/claim/vail>, but the form provided at that link includes a "Reminder" at the top of the page, stating (emphasis in original):

There is no coverage under the insurance policy for Resort Closure. We suggest you go to the 2019/2020 Pass Holder Credit section of [epicpass.com](https://www.epicpass.com) for more information prior to filing a claim.

Due to COVID-19 you may not hear from someone for several weeks.

50. Likewise, in offering a credit for new Epic Pass purchases for the 2020/2021 season, Vail Resorts informs Epic Pass purchasers that they will be entitled to COVID-19 related coverage for future purchases of ski passes, but they are not covered by Pass Insurance for COVID-

19 related closure for the 2019-2020 season. *See*, for instance, <https://www.epicpass.com/info/epic-coverage.aspx> (stating, “We understand that as a result of the disruption caused by the COVID-19 pandemic, many of you may be feeling uncertain about your future plans. **We also recognize that our passes, and Pass Insurance, historically have not provided refunds in situations like the COVID-19 pandemic.**”) (emphasis added).

51. Regardless of these public statements that closure of Vail Resorts was not covered by pass insurance, a number of Class members still completed the claim form and provided requested information to USIC through its authorized representative ACM, as identified in the Certificate, including providing any requested documentation to ACM within 90 days after the covered Loss occurred.

52. Such notice was met with a letter from ACM acknowledging receipt of claim (“Acknowledgement Letter”). For instance, see a copy of an April 10, 2020, Acknowledgement Letter attached hereto as Exhibit B.

53. By separate letter, ACM also provided a “Coverage Position” to proposed Class members. For instance, see a copy of an April 10, 2020, Coverage Position letter attached hereto as Exhibit C, and stating that ACM had “carefully reviewed the insurance policy referenced above as well as the factual basis of the presented claim” but was not making payment or recommending payment because it was still determining whether coverage exists.

54. The Coverage Position sent by ACM further asserted as follows (emphasis in original):

In review, the concern of contracting the virus may not be covered under peril (a) because it is not considered **Sickness**, as defined by the policy, unless your physician certifies you actually contracted the disease. The policy may not provide you reimbursement for governmental authority(s) recommendation or to avoid, or bars travel, and/or “hold in place”.

Anxiety, depression, psychological disorders, etc., experienced due to concerns of the virus, travel restrictions imposed, causing the inability to use your pass could disqualify any reimbursement pursuant to **exclusion (d)**.

Further, Vail's decision to close their resorts due to the concern of COVID-19 may not be covered under peril (d) since the reason of the closure is not a **Natural Disaster** as that term is defined by the policy.

In regard to peril (i), in the event a student's school closed early and the student returned home for on-line classes, it is possible no coverage exists for that cause of losing the ability to use the ski/snowboard season pass.

55. The Coverage Position concluded by stating USIC's position as follows:

At this time, a final coverage determination has not been made whether pass holders with insurance will receive a reimbursement.

56. The Coverage Position failed to address and ignored altogether peril (e) which expressly provided coverage if the insured was "quarantined."

57. And in yet another letter provided by ACM to proposed Class members, ACM denied coverage of the Epic Pass ("Denial Letter"). See, for instance, a copy of a May 7, 2020 Denial Letter, attached hereto as Exhibit D, where ACM stated that "[b]ased upon review of the Policy issued to you by USIC, we regret to inform you there is no coverage provided for your claims under the USIC Certificate of Season Ski Pass Insurance."

58. The Denial Letter further asserted, in part, as follows (emphasis in original):

Your file was designated as one filed due to either Vail Resort's early closing of their North American Resorts, domestic, and international travel restrictions imposed due to the COVID-19 pandemic, or other reason(s), not including contraction of the virus, but associated with COVID-19.

...

The Policy does not provide reimbursement for governmental authority(s) recommendation to avoid and/or bars domestic travel, and/or "hold in place"...

In further review, the concern of you or a family member contracting the virus is not covered under **peril (a)** because it is not "Sickness", as that term is defined by the Policy. In the event your "Physician" certified you or a

family member contracted the disease, please have your "Physician" complete the medical form previously sent to you and return it to our office for our review and further determination of coverage.

In the event of quarantine, as mentioned by **peril (e)**, coverage may apply in the event you are diagnosed as having or suspected of having COVID-19. If you are quarantined, by "Physician's" orders, before March 15, 2020, provide us with your "Physician's" certification that your "Physician" placed you in quarantine. We will review the "Physician's" order to determine whether coverage applies.

Further, Vail Resorts' decision to close their resorts due to the concern of COVID-19 is not covered under **peril (d)** since the reason of the closure is not a "Natural Disaster" as defined by the Policy.

Please also note that anxiety, depression, psychological disorders, etc., experienced due to concerns of COVID-19, or travel restrictions imposed, causing the inability to use your pass will disqualify any reimbursement pursuant to **exclusion (d)**.

59. While the Coverage Position ignored altogether "quarantine" as a Covered Peril, the Denial Letter addressed "quarantine" but sought to limit its application by ignoring the commonly understood meaning of the term. In doing so, the Denial Letter provides a reading of "quarantine" coverage that is entirely inconsistent with the plain terms set forth in the Certificate.

60. USIC's denial is improper and in breach of the plain terms of the Certificate.

61. Plaintiffs and other purchasers of USIC's pass insurance are entitled to coverage as a result of their exclusion from Vail Resorts due to the COVID-19 pandemic, but USIC has failed to make payment without just cause or excuse.

V. CLASS ACTION ALLEGATIONS

62. Pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(1), 23(b)(2), 23(b)(3) and/or 23(c)(4), Plaintiffs bring this action on behalf of themselves and all others similarly situated, and seek to represent the following Class:

All persons in the United States: (1) who purchased an Epic Pass (or Epic Passes) for the 2019/2020 ski season, and (2) who purchased ski pass insurance from USIC on their 2019/2020 Epic Pass(es).

63. Excluded from the Class is USIC, any entity in which USIC has a controlling interest, any of the officers, directors, or employees of USIC, the legal representatives, heirs, successors, and assigns of USIC, anyone employed with Plaintiffs' counsels' firms, any Judge to whom this case is assigned, and his or her immediate family.

64. Plaintiffs' claims satisfy the numerosity, typicality, adequacy, commonality and superiority requirements under Federal Rule of Civil Procedure 23, as set forth more fully herein.

65. The persons who fall within the Class number in at least the hundreds, and most likely thousands, and thus the numerosity standard is satisfied. Because Class members are geographically dispersed across the country, joinder of all Class members in a single action is impracticable.

66. Class members are readily ascertainable from information and records in USIC's possession, custody, or control. Notice of this action can readily be provided to the Class.

67. There are questions of law and fact common to the claims of Plaintiffs and the Class that predominate over any questions affecting only individual Class members. The questions of law and fact arising from USIC's actions that are common to the class include, without limitation:

- a. Whether the order and directive from Vail Resorts closing its resorts in the United States, and excluding Epic Pass holders from those resorts, constituted a Covered Peril, as a "quarantine," under the terms of USIC's ski pass insurance agreements;
- b. Whether orders and directives from the many governmental and health authorities throughout the United States, which restrained travel and excluded participation in certain activities due to the presence of COVID-19, constituted a Covered Peril, as a "quarantine," under the terms of USIC's ski pass insurance agreements;

- c. Whether Defendant breached the terms of its ski pass insurance agreements with Class members;
- d. Whether the Class sustained damages as a result of USIC's breaches of contract;
- e. Whether the Class is entitled to damages, restitution, and/or other equitable relief; and
- f. Whether the Class, or a subset of the Class, is entitled to declaratory relief stating the proper construction and/or interpretation of USIC's ski pass insurance agreement.

68. The questions set forth above predominate over any questions affecting only individual persons, and a class action is superior with respect to considerations of consistency, economy, efficiency, fairness, and equity to other available methods for the fair and efficient adjudication of the claims asserted herein.

69. Plaintiffs' claims are typical of the claims of the Class in that Plaintiffs and the Class members all purchased ski pass insurance containing the same or similar terms including, in particular, what constitutes a Covered Peril.

70. Plaintiffs will fairly and adequately protect and represent the interests of the proposed Class, because their interests are aligned with, and not antagonistic to, those of the proposed Class, and they are represented by counsel who are experienced and competent in the prosecution of class action litigation, and have particular expertise with class action litigation on behalf of purchasers of insurance policies.

71. Maintenance of this action as a class action is a fair and efficient method for adjudicating this controversy. It would be impracticable and undesirable for each member of the Class to bring a separate action. Because of the relatively small size of individual Class members' claims, absent a class action, most Class members would likely find the cost of litigating their

claims prohibitively high and would have no effective remedy. In addition, the maintenance of separate actions would place a substantial and unnecessary burden on the courts and could result in inconsistent adjudications, while a single class action can determine, with judicial economy, the rights of all class members.

COUNT I: BREACH OF CONTRACT

72. The preceding paragraphs are incorporated by reference as if fully alleged herein.

73. Plaintiffs and each member of the proposed Class purchased ski pass insurance from Defendant.

74. The ski pass insurance agreement, as evidenced by the Certificate, is a valid and enforceable contract between USIC and Plaintiffs and Class members.

75. Plaintiffs and Class members substantially performed their obligations under the terms of the ski pass insurance agreement.

76. Plaintiffs and Class members suffered a Loss from a Covered Peril.

77. USIC has failed to compensate Plaintiffs and Class members for their respective Losses as required by the ski pass insurance agreement.

78. As a direct and proximate result of USIC's breaches, Plaintiffs and the Class have sustained damages that are continuing in nature in an amount to be determined at trial.

COUNT II: DECLARATORY RELIEF

79. The preceding paragraphs are incorporated by reference as if fully alleged herein.

80. An actual controversy has arisen and now exists between Plaintiffs and the Class, on the one hand, and USIC, on the other, concerning the respective rights and duties of the parties under the ski pass insurance agreement.

81. Plaintiffs contend that USIC has breached its agreement by failing to timely pay Class members for their respective Losses by reimbursing each member of the Class for the value of the Epic Pass cost as set forth in the ski pass insurance agreement.

82. Plaintiffs, therefore, seek a declaration of the parties' respective rights and duties under the ski pass insurance agreement and request the Court to declare the aforementioned conduct of USIC unlawful and in material breach of the ski pass insurance agreement so that future controversies may be avoided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, request relief and judgment against USIC as follows:

- (a) For an order certifying the Class, appointing Plaintiffs as representatives of the Class, appointing Plaintiffs' counsel as Class counsel, and directing that reasonable notice of this action, as provided by Federal Rule of Civil Procedure 23(c)(2), be given to the Class;
- (b) For a judgment against USIC for the causes of action alleged against it;
- (c) For compensatory damages in an amount to be proven at trial;
- (d) For a declaration that USIC's conduct as alleged herein is unlawful and in material breach of its ski pass insurance agreement;
- (e) For pre-judgment and post-judgment interest at the maximum rate permitted by law;
- (f) For Plaintiffs' attorney's fees;
- (g) For Plaintiffs' costs incurred; and
- (h) For such other relief in law or equity as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues so triable.

May 18, 2020

Respectfully submitted,

MILLER SCHIRGER, LLC

s/ Joseph M. Feierabend

Joseph M. Feierabend

Stephen R. Miller

John J. Schirger

Matthew W. Lytle

4520 Main Street, Suite 1570

Kansas City, Missouri 64111

816-561-6500

816-561-6501 (f)

jfeierabend@millerschirger.com

smiller@millerschirger.com

jschirger@millerschirger.com

mlytle@millerschirger.com

- And -

STUEVE SIEGEL HANSON LLP

Patrick J. Stueve

Ethan M. Lange

460 Nichols Road, Suite 200

Kansas City, Missouri 64112

816-714-7100

816-714-7101 (f)

stueve@stuevesiegel.com

lange@stuevesiegel.com

Attorneys for Plaintiffs