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9 Attorneys for Plaintiff VERY GOOD
 10 TOURING, INC.

11 UNITED STATES DISTRICT COURT
 12 CENTRAL DISTRICT OF CALIFORNIA

13 VERY GOOD TOURING, INC. ,

14 Plaintiff,

15 vs.

16 CATHEDRAL SYNDICATE: 2010,
 17 a.k.a. CATHEDRAL SYNDICATE
 18 MMX, AT LLOYD'S OF LONDON, a
 19 foreign company; LIBERTY
 20 SYNDICATE 4472 AT LLOYD'S OF
 21 LONDON, a foreign company; XL
 22 CATLIN SYNDICATE 2003 OF
 23 LLOYD'S OF LONDON, a foreign
 24 company; MARKEL SYNDICATE
 25 3000 OF LLOYD'S OF LONDON, a
 26 foreign company; ALLIANZ
 27 SYNDICATE OF LLOYD'S OF
 28 LONDON, a foreign company,

Defendant.

CASE NO.

**COMPLAINT FOR
 1. BREACH OF CONTACT; AND
 2. BREACH OF IMPLIED
 COVENANT OF GOOD FAITH
 AND FAIR DEALING**

JURY TRIAL DEMANDED

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1 Plaintiff Very Good Touring, Inc. (“Very Good” or “Plaintiff”), the touring
2 company for popular and successful artist Kanye West (“Kanye”), brings this suit
3 against numerous insurance syndicates within Lloyd’s of London (“Defendants”), as
4 follows:

5 **INTRODUCTION**

6 1. Performing artists who pay handsomely to insurance companies within
7 the Lloyd’s of London marketplace to obtain show tour “non-appearance or
8 cancellation” insurance, should take note of the lesson to be learned from this
9 lawsuit: Lloyd’s companies enjoy collecting bounteous premiums; they don’t enjoy
10 paying claims, no matter how legitimate. Their business model thrives on
11 conducting unending “investigations,” of bona fide coverage requests, stalling
12 interminably, running up their insured’s costs, and avoiding coverage decisions
13 based on flimsy excuses. The artists think they’re buying peace of mind. The
14 insurers know they’re just selling a ticket to the courthouse.

15 2. Very Good submitted its claim to Defendant insurers on November 23,
16 2016, over the cancellation of the remaining shows in Kanye’s 2016 Saint Pablo
17 Tour (the “Tour”) caused by a debilitating medical condition. Nevertheless, now
18 more than eight months later, the insurers have neither paid on the multi-million
19 dollar claim nor denied the claim. Nor have they provided anything approaching a
20 coherent explanation about why they have not paid, or any indication if they will
21 ever pay or even make a coverage decision, implying that Kanye’s use of marijuana
22 may provide them with a basis to deny the claim and retain the hundreds of
23 thousands of dollars in insurance premiums paid by Very Good. The stalling is
24 emblematic of a broader *modus operandi* of the insurers of never-ending post-claim
25 underwriting where the insurers hunt for some contrived excuse not to pay.

26 3. Following numerous negotiations, failed mediations and countless
27 requests that Plaintiff forbear from filing suit, Defendants made yet another request
28 on July 24, 2017 that Plaintiff not file, and promised a coverage decision on July 27.

1 That promise proved as hollow as their other utterances, and the insurers reneged on
2 yet another commitment. Plaintiff was left with no choice but to file this action. As
3 a parting shot, in a move intended to intimidate and dissuade Plaintiff from filing
4 suit, Plaintiff is informed and believes, the insurers and/or their agents purposely
5 and maliciously caused to be disseminated to news outlets, privileged, private and
6 personal information (“Confidential Information”) regarding Kanye and the
7 dialogue between Very Good and the insurers. Plaintiff is informed and believes
8 that the actual purpose of requesting the deferral until July 27 of Plaintiff filing suit,
9 was to accommodate the defendant insurers’ efforts to successfully “plant” the
10 Confidential Information with news outlets who would assure they publish the
11 “Confidential Information.” Planting the Confidential Information with news
12 outlets represents an egregious violation of written non-disclosure agreements that
13 the Defendant insurers and their agents signed, covering such information to which
14 they were made privy.

15 4. Three additional insurance companies insuring the Tour along with
16 Defendants, are not being sued here, as they recognized the merits of Very Good’s
17 claim over the cancellation of the Tour, and have already honored their obligations
18 to pay Very Good on the subject claim.

19 **THE PARTIES**

20 5. Plaintiff Very Good is a corporation organized and existing under the
21 laws of the State of California, with its principal place of business in the City of Los
22 Angeles, California. At all relevant times herein, Very Good was the touring
23 company for Kanye, and provided his services in connection with his Tour
24 throughout the United States, in support of his seventh studio album The Life of
25 Pablo released in 2016.

26 6. Defendants Cathedral Syndicate: 2010, a.k.a. Cathedral MMX
27 Syndicate (“Cathedral”), XL Catlin Syndicate 2003 (“Catlin”), Liberty Syndicate
28 4472 (“Liberty”), Markel Syndicate 3000 (“Markel”), and Allianz Syndicate

1 (“Allianz”) are each foreign companies that offer property and casualty insurance
2 products to businesses and professionals. The principal offices of each of the
3 Defendants are in London, England. At all times relevant herein, Cathedral, Catlin,
4 Liberty, Markel, and Allianz were transacting insurance business within, and having
5 substantial commercial contacts and impact within the State of California, in this
6 judicial district.

7 7. Each of the Defendants is, and at all material times was, a separate
8 syndicate within the Lloyd’s of London market organization, with its own respective
9 underwriters evaluating the risk and then subscribing to the policies described
10 herein. Defendants have refused to disclose what their underwriting files reflect
11 regarding their evaluation of the risk before subscribing to the policies.

12 **JURISDICTION AND VENUE**

13 8. This Court has diversity jurisdiction over this dispute pursuant to
14 28 U.S.C. § 1332(a)(2) because the Plaintiff is a citizen of this state, the Defendants
15 are all citizens of a foreign state, and the amount in controversy, exclusive of
16 interest and costs, exceeds \$75,000.

17 9. This Court has personal jurisdiction over each of the Defendants
18 because, among other reasons, the two “Insurance Policies” described in greater
19 detail hereafter, were to be performed by the Defendants in whole or in part, within
20 this judicial district in California; the Insurance Policies obtained from Defendants
21 through a broker licensed to do business in California; the Insurance Policies insure
22 an entity (i.e., Very Good) having its principal place of business within this judicial
23 district in California; and the Insurance Policies provide that California law shall
24 apply to such contracts, and that Defendants will submit to the jurisdiction of a court
25 of competent jurisdiction within the United States.

26 10. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391
27 (b)(1) and (c) because all of the Defendants transact business as insurance
28 companies in this judicial district.

1 11. Venue is also proper in this judicial district pursuant to 28 U.S.C.
2 §1391(b)(2) because a substantial part of the events giving rise to Plaintiff's
3 insurance claim occurred in this judicial district.

4 **THE SAINT PABLO TOUR, RESCHEDULED SHOWS,**
5 **AND THE TOUR CANCELLATION**

6 12. Very Good planned an initial Saint Pablo Tour consisting of 38 event
7 dates, from August 12, 2016 through November 2, 2016 (hereafter Leg 1 of the
8 Tour). In the exercise of prudence and sound business management, Very Good
9 sought the peace of mind of having tour non-appearance and cancellation insurance
10 to guard against cancellation of shows due to such perils as an illness of Kanye. The
11 purpose of such policies is to protect the substantial investment an artist such as
12 Kanye and his touring company have to make in creating and manufacturing the
13 production for the tour, retaining personnel, funding rehearsals, arranging
14 transportation, venues, hotels and other tour logistics, as well as designing,
15 manufacturing and transporting event and date-specific merchandise.

16 13. Through its management, Very Good reached out to the Lloyd's market
17 for such coverage and presented to the Defendant insurers the contemplated tour
18 schedule, obtained a premium quote, and entered into a Cancellation, Abandonment
19 and Non Appearance Insurance policy, the first of the two Insurance Policies with
20 Defendants for the Tour (the "Leg 1 Policy"), as more particularly described in
21 Paragraph 28 below.

22 14. Of the 38 event dates on the Leg 1 schedule, 36 were performed
23 without incident. Two of the shows in early October 2016 had to be cancelled after
24 Kanye's wife, Kim Kardashian-West, was the victim of a brazen October 2, 2016,
25 robbery in Paris, France where she was bound and gagged while robbers looted
26 jewelry from her hotel room. These two cancelled shows were rescheduled for the
27 subsequent Leg 2 of the Tour, described below.

28 ///

1 15. By separate endorsement to the Leg 1 Policy, and for an additional
2 premium paid, a November 3, 2016 show at the Forum in Los Angeles was added to
3 the Tour.

4 16. The November 3, 2016 date had to be cancelled due to Kanye
5 experiencing a throat illness. That show was rescheduled to November 20, 2016.

6 17. In light of the tremendous success of Leg 1 of the Tour, additional
7 dates were arranged for a Leg 2 of the Tour, to commence November 16, 2016, and
8 end with a show on New Year's Eve 2016, at Barclays Center in Brooklyn, New
9 York. Again, management reached out to Defendants in the Lloyd's of London
10 market and provided a schedule of the event dates to Defendants; Very Good was
11 quoted a premium amount of several hundred thousand dollars that was paid; and
12 the parties entered into the second of the two Insurance Policies (the "Leg 2
13 Policy").

14 18. On November 19, 2016, Kanye commenced the scheduled, insured
15 show in Sacramento, California but was unable to finish the show. His behavior
16 was strained, confused and erratic. Ticket buyers for the show were given full
17 refunds.

18 19. By the following day, November 20, 2016, Kanye's medical condition
19 showed no sign of improvement, prompting the decision by all concerned to cancel
20 the show scheduled at the Los Angeles Forum that evening, and to cancel the entire
21 balance of the Tour. The cancellation of the Tour was announced to the public that
22 day and Very Good and its tour promoter issued full refunds for purchasers of
23 tickets for all cancelled shows.

24 20. As the result of his serious, debilitating medical condition, Kanye was
25 hospitalized at UCLA Neuropsychiatric Hospital Center on November 21, 2016.

26 21. On November 23, 2016, the loss claim under the Insurance Policies was
27 tendered to Defendants. Cathedral, the lead underwriter for all the Defendant
28 Lloyd's syndicates on the Insurance Policies, acknowledged receipt of the insurance

1 claim by Very Good under those policies on that date.

2 22. Kanye remained at UCLA for 8 days, and after being released from that
3 facility on November 29, 2016, was under full time care and supervision.

4 23. Kanye continues to be treated by the primary physician who oversaw
5 his care at UCLA in November 2016. That doctor confirmed to Defendants in
6 sworn testimony that Kanye suffered a debilitating medical condition, requiring that
7 Kanye not continue with the Tour. A purported “Independent” Medical
8 Examination (“IME”) doctor retained by Defendants to examine Kanye not long
9 after his release from UCLA confirmed that Kanye indeed was in no condition to
10 resume the Tour.

11 24. Very Good has fully cooperated with Defendants in their purported
12 investigation of the loss claim. Almost immediately after the claim was submitted,
13 Defendants selected legal counsel to oversee the adjustment of the claim, instead of
14 the more normal approach of retaining a non-lawyer insurance adjuster.
15 Immediately turning to legal counsel made it clear that Defendants’ goal was to hunt
16 for any ostensible excuse, no matter how fanciful, to deny coverage or to maneuver
17 themselves into a position of trying to negotiate a discount on the loss payment.

18 25. Very Good fully and carefully cooperated with Defendants’ purported
19 investigation of the claims, fully aware that Defendants would seize on any
20 purported failure to jump through every hoop as a ground to deny the claim. While
21 Kanye was still under medical care for his disabling condition, the Defendant
22 syndicates demanded that Kanye submit to an immediate IME. Kanye was made
23 available for a *purported* IME by a doctor hand-selected by the insurers’ counsel,
24 who was predisposed to look for some reason to deny the claim. Yet even
25 Defendants’ selected doctor had to admit that Kanye was disabled from being able
26 to continue with the Tour. As demanded by the insurers, Kanye was also
27 subsequently presented for an examination under oath (“EUO”), and at least eleven
28 other persons affiliated with Kanye and Very Good were similarly presented for

1 EUOs.

2 26. Very Good provided written proof of the amount of their claim, and
3 how the amount due (what the insurers refer to as the quantum) is calculated. The
4 insurers have not disputed the methodology and evidence underpinning that
5 quantum calculation. The amount due from Defendants is \$9,860,843.51, together
6 with interest thereon, from and after November 23, 2016, at the legal rate of ten
7 percent (10%) per annum under California law.

8 27. Despite repeated written demands by Very Good to render a coverage
9 decision and to pay the claim, Defendants have still failed to accept the claim, reject
10 the claim, or pay any part of the claim. Defendants have, however, suggested that
11 they may deny coverage of the claim on the unsupportable contention that use of
12 marijuana by Kanye caused the medical condition. Defendants have also suggested
13 they would be amenable to compromising the claim, something Very Good refuses
14 to do.

15 **THE INSURANCE POLICIES**

16 28. **Leg 1 Policy.** In consideration of a substantial premium paid by or on
17 behalf of Plaintiff, Defendants Cathedral, Liberty, Market, and Catlin subscribed to
18 a Cancellation, Abandonment and Non-Appearance Insurance Policy, with Unique
19 Market Reference B1333ECB160287/288/289/290 (“Leg 1 Policy”), issued to Very
20 Good covering 38 show performance dates from August 12, 2016 to November 2,
21 2016. Defendants subscribed to the risk of the policy in varying percentages and
22 tiers of the total risk. This policy set out a schedule of the 38 dates, what the
23 guaranteed amounts were for each show, and the percentage thereof to be insured.

24 29. **Leg 2 Policy.** In consideration of a substantial premium paid by or on
25 behalf of Plaintiff, Defendants Cathedral, Liberty, Market, and Catlin subscribed to
26 a Cancellation, Abandonment and Non-Appearance Insurance Policy, with Unique
27 Market Reference B1333ECB160331/332/334/335 (“Leg 2 Policy”), issued to Very
28 Good covering 24 show performance dates from October 11, 2016 to January 1,

1 2017. The Defendants subscribed to the risk of the policy in varying percentages
2 and tiers of the total risk. This policy set out a schedule of the 24 dates, what the
3 guaranteed amounts were for each show, and the percentage thereof to be insured.

4 30. **Relevant Policy Provisions.** The Leg 1 Policy and the Leg 2 Policy
5 both provide in relevant part, as follows (as amended in the rider):

6 **“1. INSURING CLAUSE**

7 In consideration of payment by the Insured of the full premium due subject
8 always to the terms, conditions, limitations and exclusions contained within
9 or endorsed onto this Policy:

10 1.1 [as amended] Subject to the terms, conditions, limitations and
11 exclusions contained herein, this insurance is to pay the Insured the
12 percentage of the legal contracted Gross Guarantee and/or costs and
13 expenses and commitments, whichever is greater, should any Insured
14 Performance(s) or Event(s) in the Tour Schedule be necessarily
15 cancelled, abandoned, postponed or interrupted.

16 * * *

17 3. **PERILS** [covered under the Policies, include] ...

18 * * *

19 3.2 **ACCIDENTAL BODILY INJURY** to or **ILLNESS** of any Insured
20 Person which, in the opinion of an independent medical practitioner
21 approved by the Underwriters, prevents any Insured Person from
22 appearing or continuing to appear in any or all of the Insured Events.

23 * * *

24 4. **DEFINITIONS**

25 * * *

26 4.1 Abandonment or Abandoned means the inability to complete any
27 Insured Event once commenced.

28 * * *

1 4.3 Cancellation or Cancelled means the inability to proceed with
2 any Insured Event prior to its commencement.
3 ”

4 **COVERAGE UNDER THE INSURANCE POLICIES FOR**
5 **CANCELLATION AND ABANDONMENT**
6 **OF SHOWS, AND OF THE TOUR**

7 31. The November 3, 2016 Forum show was an insured Performance or
8 Event pursuant to the Leg 1 Policy. It was rescheduled to November 20, 2016 and
9 was an insured Performance or Event as defined in the Leg 1 Policy.

10 32. The shows scheduled for November 19, 2016 and November 21, 2016
11 through December 31, 2016 were insured Performances or Events under the Leg 2
12 Policy.

13 33. Pursuant to the terms of The Insurance Policies, the Defendants each
14 had a duty to indemnify Very Good for its loss on the agreed-upon percentage of
15 Gross Guarantees the Plaintiff incurred as a result of the Cancellation or
16 Abandonment of the insured shows.

17 34. Defendants have delayed and procrastinated from providing a direct
18 answer to the repeated inquiries from Very Good over the last several months
19 regarding whether, and when, Defendants will acknowledge that the cancellation or
20 abandonment of the shows and the Tour are covered losses under the Leg 1 and Leg
21 2 Policies. In evasive response to each such inquiry Defendants have (1) merely set
22 out quotations from myriad provisions of the Insurance Policies, and purported to
23 reserve their rights to claim that such provisions may be a basis for denying or
24 limiting the claims, (2) have not stated whether any of the quoted passages actually
25 apply to the facts or serve to preclude coverage, and (3) have asked for, or claimed
26 the need for, more information and documents, and still more EUOs of persons
27 Defendants claim may have material information bearing on the claims evaluation.
28 Defendants have asked for EUOs of persons over whom Very Good has no control

1 and cannot compel to present for EUOs. Defendants know that the examination of
2 such tangential persons has, and had, no probative importance to investigating the
3 claim, especially after Very Good’s participation in dozens of hours of sworn
4 examinations of at least twelve witnesses.

5 35. Defendants’ failure to timely accept coverage under the Insurance
6 Policies, or to even make a decision on coverage and explain its position, was and
7 still is unreasonable, without proper cause, and in bad faith. Among other things, as
8 purported grounds for stalling a decision, Defendants have (1) cited to quoted
9 provisions in the Insurance Policies that obviously have no application, and
10 (2) raised the implication that irrelevant facts have bearing on issues of coverage.

11 36. Defendants have engaged in such conduct for the purpose of impairing
12 Very Good’s rights to receive the benefits of the Insurance Policies, and in the hope
13 that by withholding payment of almost \$10 million and forcing Very Good to spend
14 extraordinary amounts of money to cooperate with Defendant, Very Good will, in
15 frustration, accede to what would be an unwarranted discount on the indemnity to be
16 paid under the Insurance Policies.

17 37. Plaintiff is informed and believes that the “planting” of the Confidential
18 Information with news outlets as alleged above was part and parcel of Defendants’
19 efforts to impair Plaintiff’s rights to the indemnity payments due under the
20 Insurance Policies.

21 **FIRST CAUSE OF ACTION**

22 **(Against Defendants For Breach of Contract)**

23 38. Very Good realleges and incorporates by reference each of the
24 allegations set forth in paragraphs 1 through 37 above as though fully set forth
25 herein.

26 39. The Insurance Policies constitute valid and enforceable written
27 contracts between Very Good and the Defendants.

28

1 40. The Defendants are obligated, pursuant to the terms of the Insurance
2 Policies, to indemnify Very Good for its loss on the agreed-upon percentage of
3 Gross Guarantees the Plaintiff incurred as a result of the cancellation of the
4 November 3, 19, and 20, 2016 shows, and all the other scheduled shows through
5 December 31, 2016.

6 41. The Defendants have each materially breached their contractual
7 obligations to Very Good pursuant to the terms of The Insurance Policies, by failing
8 and refusing to indemnify Very Good for its loss on the agreed-upon percentage of
9 Gross Guarantees Very Good incurred as a result of the cancelled shows and Tour.

10 42. Very Good has fully complied with all applicable terms and conditions
11 of the Insurance Policies, including timely payment of premiums due under the
12 policies. Any conditions precedent to recovery have been satisfied, waived, or are
13 otherwise inapplicable.

14 43. As a direct and proximate result of the Defendants' material breaches
15 of the Insurance Policies, Very Good has been damaged as alleged herein in an
16 amount to be proven at trial, but which exceeds the principal amount of
17 \$9,860,843.51. Very Good has been deprived of the benefit of the insurance
18 coverage for which Very Good paid substantial premiums.

19 **SECOND CAUSE OF ACTION**

20 **(Against Defendants for Breach Of the Implied Covenant**
21 **of Good Faith and Fair Dealings)**

22 44. Very Good realleges and incorporates by reference each of the
23 allegations as set forth in paragraphs 1 through 37 above as though fully set forth
24 herein.

25 45. The Insurance Policies constitute valid and enforceable written
26 contracts between Very Good and the Defendants.

27 46. Each of the Insurance Policies includes an implied covenant that the
28 Insurers will act in good faith and deal fairly with Very Good.

1 47. In breach of the implied covenant of good faith and fair dealing, the
2 Insurers unreasonably, without proper cause, and in bad faith have consciously
3 withheld from Very Good the rights and benefits to which it is entitled under the
4 Insurance Policies, including, but not limited to, payment of Plaintiff's loss on the
5 agreed-upon percentage of Gross Guarantees as a result of the cancellation or
6 abandonment of the Tour shows. Defendants acted without considering the interests
7 of their insured at least to the same extent as they did their own interests.

8 48. Defendants acts alleged above are inconsistent with the reasonable
9 expectations of their policyholder, are contrary to established claims practices and
10 legal requirements, are contrary to the express terms of the Insurance Policies, and
11 constitute bad faith.

12 49. As a direct and proximate result of Defendants' breaches of the
13 implied covenant alleged above, Plaintiff has suffered substantial economic losses
14 and other general, consequential, specific, and special damages, all in an amount to
15 be proven at trial which is greater than \$9,860,843.51.

16 50. Pursuant to the holding in *Brandt v. Superior Court*, 37 Cal. 3d 813
17 (1985), Very Good is entitled to recover all attorneys' fees and expenses that it has
18 reasonably already incurred and will incur in its efforts to obtain the benefits of
19 insurance that have been, and continue to be, withheld wrongfully and in bad faith.

20 51. The wrongful conduct of the Defendants alleged herein was intended
21 by the Defendants to cause injury to Very Good, was despicable conduct which was
22 carried on by the Defendants with a willful and conscious disregard of Very Good's
23 rights with the intention of trying to intimidate Very Good to not pursue its rightful
24 claims, was despicable conduct that subjected Very Good to cruel and unjust
25 hardship in conscious disregard of the Plaintiff's rights, and was committed with a
26 conscious disregard of Very Good's rights and with the intent to vex, injure or
27 annoy Very Good, such as to constitute oppression, fraud or malice under California
28

1 Civil Code Section 3294, thereby entitling Very Good to punitive damages in an
2 amount appropriate to punish or set an example of the Defendants.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Very Good prays that the Court enter judgment ordering as
5 follows:

6 On the First Cause of Action:

7 1. For damages in an amount in excess of \$9,860,843.51, to be determined
8 at trial, together with prejudgment and post-judgment interest thereon as allowed by
9 law.

10 On the Second Cause of Action:

11 2. For damages in an amount in excess of \$9,860,843.51, to be determined
12 at trial, together with prejudgment and post-judgment interest thereon as allowed by
13 law;

14 3. For punitive and exemplary damages in an amount to be determined at
15 trial; and

16 4. For Very Good's reasonable attorneys' fees and expenses.

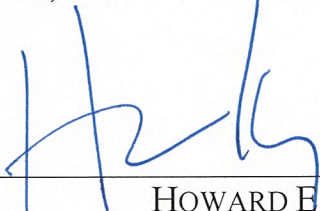
17 On All Causes of Action:

18 5. For Very Good's costs of suit herein incurred; and

19 6. For such other and further relief as the Court may deem just and proper.

20 DATED: August 1, 2017

KING, HOLMES, PATERNO &
SORIANO, LLP

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22
23
24 By: 
25 HOWARD E. KING
26 Attorneys for VERY GOOD TOURING, INC.
27

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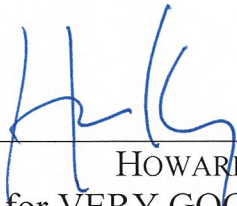
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DEMAND FOR JURY TRIAL

The Plaintiff hereby demands a jury trial in the above-entitled action on all claims for relief for which the Plaintiff is entitled to a trial by jury.

DATED: August 1, 2017

KING, HOLMES, PATERNO &
SORIANO, LLP

By: 

HOWARD E. KING
Attorneys for VERY GOOD TOURING, INC.