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 9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 10 **FOR THE COUNTY OF LOS ANGELES**
 11

12 TUNASHOE TOURS, INC.,
 13 Plaintiff,
 14 vs.
 15 CERTAIN UNDERWRITERS AT LLOYD’S
 16 LONDON, UNDERWRITING AS W.R.
 BERKLEY SYNDICATE 1967, and DOES 1
 17 through 10,
 18 Defendants.

Case No. **21STCV08218**

COMPLAINT FOR:

- 1. BREACH OF CONTRACT;
- 2. TORTIOUS BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING; AND
- 3. DECLARATORY RELIEF

DEMAND FOR JURY TRIAL

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 20 Plaintiff Tunashoe Tours, Inc. (“Tunashoe”) brings this action against defendants Certain
 21 Underwriters at Lloyd’s, London, underwriting as W.R. Berkley Syndicate 1967 (“WRB”) and
 22 alleges as follows:

NATURE OF THE ACTION

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 24 1. This matter arises out of the necessary cancellation of The Chicks’ (formerly
 25 known as Dixie Chicks) 2020 North American *Gaslighter* tour (the “Tour”), and WRB’s breach
 26 and bad faith conduct in connection with its obligation to insure the Tour. The Tour was to have
 27 coincided with the release of The Chicks’ first studio album in 14 years, *Gaslighter*. However,
 28 because of orders of civil authorities closing concert venues and instructing people to “stay home”

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1 by the Policy. Tunashoe is informed and believes, and on that basis alleges, that WRB transacts
2 business and sells insurance covering risks in the City and County of Los Angeles.

3 6. WRB is managed by W.R. Berkley Syndicate Management Limited (“the
4 Managing Agent”), also known as W/R/B Underwriting. Tunashoe is informed and believes, and
5 on that basis alleges, that WRB authorized the Managing Agent to act on its behalf and to bind it.

6 7. WRB holds itself out as being extremely sophisticated and knowledgeable in
7 insuring against event cancellation losses, and in investigating the risks it is insuring. Tunashoe
8 also is informed and believes, and on that basis alleges, that WRB participates in a wide range of
9 event cancellation insurance programs and hold themselves out as being knowledgeable,
10 experienced, reliable, willing to insure, and capable of insuring, musical tours against the risks of
11 event cancellation. Indeed, the Managing Agent proclaims on its website:

12 A trusted and valued name within the Contingency market, we bring
13 vast experience and knowledge to what we do, consistently delivering
14 the highest standards of risk solutions for our clients. Our
15 Contingency classes focus on Event Cancellation and Non-
Appearance, with insurance in these lines providing the best and most
efficient way to mitigate the risks for organisers and management
production companies.¹

16 8. Tunashoe is ignorant of the true names and capacities, whether individual,
17 associate, partnership, corporate, or otherwise, of the defendants fictitiously designated herein as
18 Does 1 through 10, and therefore sues those defendants by these fictitious names. Tunashoe will
19 seek leave of court to amend this complaint when the true names and capacities of these
20 fictitiously designated defendants have been ascertained. Tunashoe is informed and believes, and
21 on that basis alleges, that Does 1 through 10, in some way unknown to Tunashoe, have
22 underwritten or provided insurance coverage to it, or are otherwise responsible for losses alleged
23 herein, and that Does 1 through 10 are authorized to, and do, transact insurance business in the
24 State of California and the County of Los Angeles.

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¹ <https://wrbunderwriting.com/products/crisis-management/contingency/>.

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THE TOUR

9. After years of planning and work, the *Gaslighter* album was scheduled to be released on May 1, 2020. In conjunction with the release of *Gaslighter*, The Chicks and Tunashoe planned the Tour. To do so, The Chicks signed U.S. and Canadian tour contracts with Live Nation Entertainment, Inc. (the “Tour Agreement”). Per the Tour Agreement, Live Nation obtained the exclusive right to promote the Tour.

10. The Tour was to begin on June 6, 2020 in Las Vegas, Nevada, at the MGM Grand Garden Arena. Tunashoe scheduled 48 performances at North American arenas over the following three months.

11. The likelihood of success of the Tour was reinforced by the fact that Tour would immediately follow the release of *Gaslighter*, The Chicks’ first studio album in over 14 years. This provided a potent marketing tool of combined “ticket/new album” bundles to support the sale of tickets to the Tour.

12. As part of its planning efforts, and as required by the Tour Agreement, Tunashoe purchased insurance, including the policies at issue here, to cover losses in the event that the Tour could not go forward as planned.

THE POLICIES

13. WRB is one of a group of syndicates and insurers in the London market that subscribed to Tunashoe’s Contingency Non-Appearance and Cancellation policies. The insurance program includes a primary layer, Policy No. B0391BR2008400 (the “Primary Policy”) and five excess layers, all designed to function together but specified in layers to designate order and amount of payment among the 14 subscribing syndicates and insurance companies (collectively, “Underwriters”). The excess policies to which WRB subscribes (the “Policies”) are:

- Policy No. B0391BR2008401 (1st Layer);
- Policy No. B0391BR2008403 (3rd Layer);
- Policy No. B0391BR2008404 (4th Layer); and
- Policy No. B0391BR2008405 (5th Layer).

The excess policies contain the same material terms as the Primary Policy. Before subscribing to

1 and selling the Policies to Tunashoe, WRB engaged in, or had reasonable opportunities to engage
2 in, extensive underwriting investigation, and had a reasonable opportunity, and the obligation, to
3 become familiar and knowledgeable with the risk it was insuring against. Tunashoe is informed
4 and believes, and on that basis alleges, that WRB has copies of the Policies.

5 14. The Policies were in effect from January 20, 2020, to September 18, 2020. They
6 provide insurance of “Up to \$40,400,000 representing 80% ‘To Pay’ of Gross Guarantee of USD
7 50,500,000” should the Tour be “necessarily Cancelled, Abandoned, Postponed, Interrupted or
8 Relocated” as a result of any reason not excluded. Policies, Risk Details (as amended).

9 15. The Policies obligate WRB “to pay the Assured the percentage of the Gross
10 Guarantee(s) specified in the Policy Schedule, and to indemnify the Assured for 100% of
11 Additional Costs, as set out in clauses 1.1 (as amended) and 1.2 of the attached policy wording,
12 should any Insured Performance(s) or Event(s) specified in the Schedule be necessarily Cancelled,
13 Abandoned, Postponed, Interrupted or Relocated.” *Id.*

14 16. Tunashoe is the “Assured” under the Policies. The Policies state that the Insured
15 Performances are “Dixie Chicks – 48 Shows in North America between 06 June 2020 and 17
16 September 2020”). The Policies name the “Insured Persons” as the “Dixie Chicks being Martie
17 Erwin Maguire, Emily Erwin Robison and Natalie Maines.” *Id.* They state that the “Covered
18 Perils” are “death,” “accident and illness,” “unavoidable travel delay,” “venue damage,” “adverse
19 weather,” “national mourning,” and “other perils.” *Id.*

20 17. The Policies’ insuring clauses state:

21 Subject to the terms, conditions, limitations and exclusions
22 contained herein or endorsed hereon, this Insurance is to pay the
23 Assured the percentage of the Gross Guarantee(s) specified in the
24 Policy Schedule should any Insured Performance(s) or Event(s)
25 specified in the Tour Schedule be necessarily Cancelled,
26 Abandoned, Postponed, Interrupted or Relocated.

27 Provided that:

28 (1.1.1) the necessary Cancellation, Abandonment, Postponement,
Interruption, Curtailment or Relocation is caused by a peril
described in 2.1 to 2.7 below and

(1.1.2) such Insured Peril is beyond the control of:

- 1 (i) the Assured and
2 (ii) each and every Insured Person;

3 (1.1.3) the circumstances giving rise to the loss first occurs during
4 the Period of Insurance stated in the Schedule.

5 *Id.* § 1.1 (as amended).

6 18. The covered perils include “ANY OTHER PERIL not listed in section 2.1 to 2.6
7 and not specifically limited or excluded elsewhere.” *Id.* § 2.7.

8 19. The Policies further state:

9 It is a condition precedent to the liability of the Insurers that the
10 Assured has: . . .an obligation where commercially and reasonably
11 possible to rearrange Cancelled or Abandoned Insured
12 Performance(s) or Event(s) to another time in order to avoid or
13 diminish a loss herein insured.

14 *Id.* § 4.6 (as amended). Section 4.6 of the Policies was amended by Underwriters during the
15 underwriting process of the Policies. Prior to that amendment, the provision did not contain the
16 words “commercially and reasonably.”

17 20. WRB is severally liable for the following limits of liability it has underwritten:

- 18 • 8% of the 1st layer (limits of \$2,424,000 in excess of \$1,616,000)
- 19 • 20% of the 3rd layer (limits of \$8,080,000 in excess of \$8,080,000)
- 20 • 19.512% of the 4th layer (limits of \$8,080,000 in excess of \$8,080,000);
- 21 and
- 22 • 20% of the 5th layer (limits of \$16,160,000 in excess of \$24,240,000).

23 Thus, WRB is obligated to pay \$6,618,513.84.

24 **UNDERWRITERS’ BREACHES AND BAD FAITH CONDUCT**

25 21. The first reported evidence of SARS-CoV-2 was detected in or around December
26 2019 in Wuhan, the capital city of the Hubei Province in China. The World Health Organization
27 has named the virus and resulting disease:

28 Official names have been announced for the virus responsible for
COVID-19 (previously known as “2019 novel coronavirus”) and the
disease it causes. The official names are:

Disease
coronavirus disease
(COVID-19)

Virus

severe acute respiratory syndrome coronavirus 2
(SARS-CoV-2).²

22. Since then, SARS-CoV-2 has spread throughout the world, prompting the World Health Organization to declare a global pandemic.

23. In March 2020, in response to the worldwide spread of SARS-CoV-2, civil authorities throughout the United States began issuing orders that required citizens to stay at home, prohibited large gatherings, and mandated the continued closure of all non-essential in-person businesses (collectively, the “Closure Orders”).³ Throughout the pandemic, the Center for Disease Control has repeatedly stated that the activity with the highest risk of transmission of SARS-CoV-2 are large indoor gatherings such as concerts.⁴

24. The disruption of the concert industry by SARS-CoV-2 and the events associated with its spread has evolved over time.⁵ As of the filing of this complaint, it appears highly unlikely that the spread of SARS-CoV-2 will sufficiently subside and herd immunity will be established to allow concerts and other live events to resume in 2021. Estimates of when this will occur are further complicated by variants of the virus that are already spreading in the United States.⁶ Given the planning and logistics required to mount a major national tour, it simply is impossible for Tunashoe and The Chicks to reschedule the Tour for 2021—even with their 2020 album serving as a lynchpin for any rescheduled Tour in 2021.

25. As a result of the Closure Orders and the incontrovertible health and safety risk posed by the proliferation and spread of SARS-CoV-2, Tunashoe was forced to cancel the Tour on April 21, 2020.

² [https://www.who.int/emergencies/diseases/novel-coronavirus-2019/technical-guidance/naming-the-coronavirus-disease-\(covid-2019\)-and-the-virus-that-causes-it](https://www.who.int/emergencies/diseases/novel-coronavirus-2019/technical-guidance/naming-the-coronavirus-disease-(covid-2019)-and-the-virus-that-causes-it)

³ See, e.g., The Council of State Governments, *COVID-19 Resources for State Leaders*, <https://web.csg.org/covid19/executive-orders/> (listing most U.S. Closure orders by state).

⁴ See, e.g., <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/considerations-for-events-gatherings.html>

⁵ See, e.g., <https://liveforlivemusic.com/news/covid-19-concert-cancellation-tracking/>.

⁶ See, e.g., <https://www.nytimes.com/interactive/2021/02/20/us/us-herd-immunity-covid.html>; <https://www.cdc.gov/coronavirus/2019-ncov/transmission/variant-cases.html>

1 26. Tunashoe timely provided notice of Tunashoe’s loss to WRB on April 28, 2020.

2 27. On May 20, 2020, nearly a month later, WRB acknowledged the notice of loss
3 through Underwriters’ third-party claims adjustor, Hyperion Adjusters Limited.

4 28. On June 12, 2020, after numerous inquiries regarding the status of WRB’s
5 coverage determination, Hyperion passed on a request from WRB and the other subscribing
6 syndicates for the first time: “Essentially, Underwriters current request is to why this Insured tour
7 cannot be postponed/rescheduled in accordance with Condition 4.6.”

8 29. On July 1, 2020, the insurance broker involved in procuring the Policies explained
9 to the Underwriters, including WRB, that it was not commercially possible or reasonably possible
10 to rearrange the Tour for the following reasons:

- 11 • The Tour Agreement was “limited specifically to the 2020 Tour and it is
12 clear the financial terms would not be able to be replicated for a 2021 tour”;
- 13 • The Tour was designed to coincide with The Chicks’ first new studio album
14 in 14 years called *Gaslighter*;
- 15 • The release of the *Gaslighter* album “could not be delayed”; and
16 • The impact of the Tour occurring simultaneously with *Gaslighter* could not
17 be replicated.

18 30. Despite the detailed explanation, Underwriters, including WRB, again asked about
19 the ability to reschedule the Tour, this time insisting that they hear directly from Tunashoe.

20 31. On July 16, 2020, the Chicks’ manager wrote to Underwriters, confirming that the
21 July 1, 2020, response from the broker accurately reflected the response of Tunashoe.

22 32. In response, the Underwriters again requested that Tunashoe explain why it could
23 not reschedule the Tour. The Underwriters requested that the claims adjustor speak directly with
24 the Chicks’ manager on the phone. That telephone call took place on August 28, 2020.

25 33. On September 21, 2020, the representative of the lead syndicate subscribing to the
26 Policies wrote to Hyperion, stating:

27 Having considered [Hyperion]’s comments regarding the possibility
28 of rescheduling following the telephone call with [the broker] and the
bands management, I can confirm that Talbot consider that the Policy

1 responds and that full reserves should be entered on the 5 layers that
2 we lead.

3 Obviously you will seek comments from all the other CAP's via the
4 normal channels but I can confirm that they are all aware of Talbot's
5 position and have seen [Hyperion]'s comments mentioned above.

6 34. Despite the position taken by the lead syndicate, WRB continued to be an outlier.

7 35. On October 15, 2020, on WRB's behalf, Hyperion again wrote to Tunashoe,
8 indicating that WRB did not like the explanation that had already been provided three times
9 before, and, for the fourth time, inquired about the possibility of rescheduling the Tour. WRB
10 requested that the Chicks "make formal inquiries with other promoters with the ability to stage a
11 2021 tour." Additionally, WRB asked whether the "Chicks explored the possibility of whether
12 any of the cancelled 2020 shows can be rescheduled to open air festivals/venues in 2021."

13 Hyperion also stated that WRB wanted to know whether the "Chicks evaluated the option for The
14 Chicks to perform live streaming concerts to a paying audience." However, none of those options,
15 even if possible, practical, and reasonable, would constitute rearranged Insured Performances
16 because of the differences in timing, in venues, and in support from Live Nation and attendees.

17 36. On November 15, 2020, counsel for Tunashoe responded, again reiterating the
18 numerous factors that precluded the commercially and reasonably possible rescheduling of the
19 Tour. He stated that (i) a later tour would have no album release coinciding that would drive
20 ticket sales; (ii) a later tour would therefore be "relegated to smaller venues, be less commercially
21 successful, and correspondingly be irrevocably damaging to the band's reputation and the band
22 members' careers"; and (iii) given the ongoing spread of SARS-CoV-2, it was too uncertain to
23 rely on any notion of performances occurring in 2021. He further wrote that WRB's suggestion in
24 the October 15, 2020, e-mail that the Chicks perform at open air festivals or put on a paid
25 livestreaming event would only exacerbate, rather than diminish, any loss. He also responded that
26 any "obligation to rearrange" could not "be extended indefinitely into the future in order to allow
27 Underwriters to claim that proceeds from any future show or tour could be applied to 'diminish
28 the loss' arising from a Cancelled show, and therefore the Assured's claim need never be paid as
there is always the expectation that the loss will be diminished by future shows or tours."

1 37. On November 23, 2020, counsel for WRB wrote to Tunashoe. Again, WRB took
2 the position that Tunashoe had not answered its questions about the possibility of rescheduling the
3 Tour. Instead of following up on Tunashoe’s responses, WRB simply cut and pasted the questions
4 from Hyperion’s October 15, 2020, e-mail into the letter, now asking them for the fifth time.
5 Additionally, WRB questioned why Tunashoe could not enter into a separate tour agreement with
6 a promoter other than Live Nation for a 2021 tour. WRB also pointed out that “multiple high-
7 level artists have rearranged their cancelled 2020 stadium tours for 2021,” that “other prominent
8 artists have successfully performed live streamed concerts in 2020,” and questioned again why
9 The Chicks could not also do so. WRB asked Tunashoe to provide “any projections or estimates
10 as to how rearranged 2020 Events could perform if staged in 2021” and “correspondence with
11 Live Nation regarding the possibility of Live Nation promoting a 2021 tour for the Chicks.”

12 38. On December 15, 2020, counsel for Tunashoe responded. With respect to a
13 projected revenue of a 2021 tour, he stated, “There are no such revenue projections possible or
14 appropriate, as a 2021 tour comprised of the shows re-scheduled at the indoor venues comprising
15 the Insured Performances is not commercially or reasonably possible.” Further, he stated that an
16 agreement with a different promoter would “constitute a breach of the [Tour Agreement].” With
17 respect to live streamed concerts, he stated that “virtual concerts are unquestionably not a re-
18 scheduling of the particular live-audience shows, at the particular venues, comprising the Insured
19 Performances, as set forth in the Policies.”

20 39. On January 14, 2021, counsel for WRB and counsel for Tunashoe had a telephone
21 conversation. During that conversation, counsel for WRB asked for the sixth time questions about
22 Tunashoe’s ability to reschedule the Tour. Tunashoe’s counsel repeated the responses Tunashoe
23 had previously given a number of times, and also requested that WRB narrow its requests for
24 information to only those that were essential and relevant to its coverage investigation.

25 40. On February 12, 2021, counsel for WRB again wrote to Tunashoe, referring to the
26 January 2021 telephone call between them. Despite counsel’s earlier request, WRB’s counsel
27 repeated yet again the questions WRB had previously asked, now for the seventh time.

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- members (if any) and were, in no sense, rearrangements of the Insured Performances;
- d. wrongfully and unreasonably asserting reservations of its right to disclaim coverage that WRB knew, or should have known, are not supported by, and in fact are contrary to, the terms of the Policies, the law, insurance industry custom and practice, and the facts;
 - e. ignoring the intent behind the Policies and Tunashoe's reasonable expectation of coverage;
 - f. based on information and belief, using its purported investigation in an attempt to delay paying what it owed or in an effort to force Tunashoe to accept less than the amount to which it is legally entitled;
 - g. based on information and belief, repeatedly demanding irrelevant information in an attempt to concoct a defense to coverage;
 - h. ignoring publicly known information regarding the fact that concerts and tours (let alone tours of the magnitude of the Tour) will not resume in 2021, given the current state of the pandemic;
 - i. failing to fully inquire into the bases that might support coverage for Tunashoe's claim;
 - j. unreasonably failing and refusing to honor its promises and representations in the Policies it issued to Tunashoe;
 - k. failing to acknowledge Tunashoe's claim within 15 days of receipt of Tunashoe's claim in violation of 10 California Code of Regulations § 2965.5(b);
 - l. failing to provide Tunashoe with a notification every 30 days that it needed additional time to conclude its investigation and/or specify what additional information WRB required in order to make its determination and state any continuing reasons for its inability to make a determination, thereby violating 10 California Code of Regulations § 2695.7(c)(1);

1 m. giving greater consideration to its own interests than it gave to the interests
2 of Tunashoe; and

3 n. otherwise acting as alleged above.

4 51. In breach of the implied covenant of good faith and fair dealing, WRB did the
5 things and committed the acts alleged above for the purpose of consciously withholding from
6 Tunashoe the rights and benefits to which it is and are entitled under the Policies.

7 52. WRB's actions are inconsistent with the reasonable expectations of Tunashoe, are
8 contrary to established industry custom and practice, are contrary to legal requirements, are
9 contrary to the express terms of the Policies, and constitute bad faith.

10 53. As a direct and proximate result of WRB's actions, Tunashoe has been damaged in
11 an amount exceeding the Court's jurisdictional limits. Also, pursuant to *Brandt v. Superior Court*,
12 37 Cal. 3d 813 (1985), Tunashoe is entitled to recover all attorneys' fees it reasonably incurred,
13 and continues to incur, in the efforts to obtain the benefits due under the Policies that WRB have
14 withheld, and are withholding, in bad faith. Tunashoe is entitled to interest at the maximum legal
15 rate.

16 54. Tunashoe is informed and believes, and on that basis alleges, that WRB, acting
17 through one or more of its officers, directors, or other corporate employees with substantial
18 independent and discretionary authority over significant aspects of its business, performed,
19 authorized, or ratified the bad faith conduct alleged above.

20 55. WRB's conduct is despicable and has been done with a conscious disregard of the
21 rights of Tunashoe, constituting oppression, fraud, or malice. WRB engaged in a series of acts
22 designed to deny Tunashoe the benefits due under the Policies. Specifically, WRB, by acting as
23 alleged above, in light of information, facts, and relevant law to the contrary, consciously
24 disregarded Tunashoe's respective rights and forced Tunashoe to incur substantial financial losses,
25 thereby inflicting substantial financial damage on Tunashoe. WRB ignored Tunashoe's interests
26 and concerns with the requisite intent to injure within the meaning of California Civil Code
27 section 3294. Therefore, Tunashoe is entitled to recover punitive damages from WRB in an
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1 amount sufficient to punish and make an example of WRB and to deter similar conduct in the
2 future.

3 **THIRD CAUSE OF ACTION**

4 *(Declaratory Relief Against Does 1 through 10)*

5 56. Tunashoe realleges and incorporates by reference paragraphs 1 through 42 above.

6 57. Tunashoe contends it is entitled to insurance coverage for the losses it has suffered
7 as a result of the cancellation of the Tour. Tunashoe is informed and believes, and on that basis
8 alleges, that Does 1 through 10 dispute that Tunashoe is entitled to such coverage. Therefore, an
9 actual and justiciable controversy exists between Tunashoe and Does 1 through 10 concerning the
10 matters alleged herein.

11 58. Tunashoe therefore seeks a judicial declaration as to the duties of Does 1 through
12 10 and confirming that Tunashoe's contentions, as stated above, are correct. A declaration is
13 necessary in order that the parties' dispute may be resolved and that they may be aware of their
14 respective rights and duties.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Tunashoe prays for relief as follows:

17 **ON THE FIRST CAUSE OF ACTION**

18 1. For damages according to proof at the time of trial, plus interest;

19 **ON THE SECOND CAUSE OF ACTION**

20 2. For damages according to proof at the time of trial, including reasonable attorneys'
21 fees incurred in obtaining the benefits due under the Policy, plus interest; and

22 3. For punitive damages in an amount to be determined at the time of trial;

23 **ON THE THIRD CAUSE OF ACTION**

24 4. For a declaration in accord with Tunashoe's contentions stated above;

25 **ON ALL CAUSES OF ACTION:**

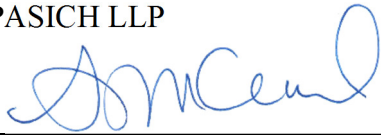
26 5. For the costs of this lawsuit; and
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6. For such other, further, or different relief as the Court may deem just and proper.

DATED: March 3, 2021

PASICH LLP

By: 

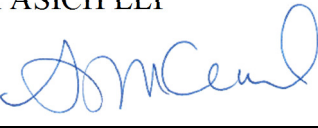
Anamay M. Carmel
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Tunashoe Tours, Inc. hereby demands a trial by jury in this action.

Dated: March 3, 2021

PASICH LLP

By: 

Anamay M. Carmel
Attorneys for Plaintiff

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