

**Fill in this information to identify the case:**

Debtor CBC Restaurant Corp.

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 23-10245

# Official Form 410

## Proof of Claim

04/22

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

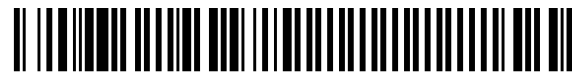
**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. <b>Who is the current creditor?</b>	<u>ACE American Insurance Company</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. <b>Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. <b>Where should notices and payments to the creditor be sent?</b>	<b>Where should notices to the creditor be sent?</b> ACE American Insurance Company Wendy M. Simkulak c/o Duane Morris LLP 30 S. 17th Street Philadelphia, PA 19103  Contact phone <u>215-979-1547</u> Contact email <u>WMSimkulak@duanemorris.com</u>	<b>Where should payments to the creditor be sent? (if different)</b> and to Claimant, per attached. . ., . .  Contact phone _____ Contact email _____
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. <b>Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. <b>Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:   __ __ __ __
<b>7. How much is the claim?</b>	\$ <u>See attached.</u> <b>Does this amount include interest or other charges?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
<b>8. What is the basis of the claim?</b>	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  <u>Insurance policies and related agreements, see attached.</u>
<b>9. Is all or part of the claim secured?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.  <b>Nature or property:</b>  <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> .  <input type="checkbox"/> Motor vehicle  <input type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
<b>10. Is this claim based on a lease?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ _____
<b>11. Is this claim subject to a right of setoff?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Identify the property: <u>See attached</u>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/16/2023  
MM / DD / YYYY

/s/Adrienne Logan  
Signature

Print the name of the person who is completing and signing this claim:

Name Adrienne Logan  
First name Middle name Last name

Title Legal Analyst, Global Litigation

Company Chubb  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 436 Walnut Street, Philadelphia, PA, 19106

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-0675 | International 001-310-823-9000

<b>Debtor:</b> 23-10245 - CBC Restaurant Corp. <b>District:</b> District of Delaware		
<b>Creditor:</b> ACE American Insurance Company Wendy M. Simkulak c/o Duane Morris LLP 30 S. 17th Street  Philadelphia, PA, 19103  <b>Phone:</b> 215-979-1547 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> WMSimkulak@duanemorris.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Disbursement/Notice Parties:</b> and to Claimant, per attached.  .  .  <b>Phone:</b>  <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b>  <b>DISBURSEMENT ADDRESS</b>		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Insurance policies and related agreements, see attached.	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> See attached.	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> Yes, See attached	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Adrienne Logan on 16-May-2023 12:18:32 p.m. Eastern Time <b>Title:</b> Legal Analyst, Global Litigation <b>Company:</b> Chubb		

**Optional Signature Address:**

Adrienne Logan  
436 Walnut Street

Philadelphia, PA, 19106

**Telephone Number:**

**Email:**

**ADDENDUM TO PROOF OF CLAIM OF  
ACE AMERICAN INSURANCE COMPANY**

1. This Addendum is attached to and a part of the proof of claim (the “Proof of Claim”) filed by ACE American Insurance Company (the “Claimant” and together with its U.S.-based affiliates and successors, the “Chubb Companies”) against CBC Restaurant Corp. and the other entities set forth on Exhibit “A” attached hereto (collectively, the “Debtors”) in their respective bankruptcy cases. As the documents supporting this claim are voluminous and contain confidential personal and/or commercial information, Claimant has not attached them to Claimant’s Proof of Claim. Copies of such documents are or should be, upon information and belief, in the possession of the Debtors. Claimant will provide copies of such documents to other parties upon request provided that appropriate steps can be taken to ensure their confidentiality, as necessary or appropriate.

2. On February 22, 2023 (the “Petition Date”), the Debtors filed their respective voluntary petitions for bankruptcy relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”).

3. Prior to the Petition Date, the Chubb Companies issued certain insurance policies (as renewed, amended, modified, endorsed or supplemented from time to time, collectively, the “Policies”) to the Debtors as named insureds.

4. Pursuant to the Policies and any agreements related thereto (collectively, the “Chubb Insurance Program”), the Chubb Companies provide, *inter alia*, certain errors and omissions and certain other insurance for specified policy periods subject to certain limits, deductibles, retentions, exclusions, terms and conditions, as more particularly described therein; and the insureds, including one or more of the Debtors, are required to pay to the Chubb

Companies certain amounts including, but not limited to, insurance premiums (including audit premiums), deductibles, funded deductibles, expenses, taxes, assessments and surcharges, as more particularly described in the Chubb Insurance Program (collectively, the “Obligations”).<sup>1</sup>

5. To the extent that a Debtor is an insured under the Chubb Insurance Program and has in the past or the present received, or in the future receives, any benefit – directly or indirectly – under the Chubb Insurance Program including, but not limited to, any payment by any of the Chubb Companies to or on behalf of the Debtor with respect to a claim made under the Chubb Insurance Program, then the Debtor is jointly and severally liable with other insureds for the Obligations arising with respect to such claim under the Chubb Insurance Program.

6. As of the date of this Proof of Claim, each of the Debtors is jointly and severally liable to the Chubb Companies in a contingent and unliquidated amount (collectively, the “Claim”)<sup>2</sup> for the Obligations. The Claim is currently contingent, unliquidated, and subject to further and future adjustments and estimations by the Chubb Companies, from time to time, in accordance with the terms of the Chubb Insurance Program including, without limitation, (i) adjustments for any change in the financial condition of the insureds and/or (ii) addition of amounts that may become due for premium, deductibles, expenses, taxes, assessments and surcharges.

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<sup>1</sup> For the avoidance of doubt, the Obligations shall include any non-monetary obligations that the insureds, including one or more of the Debtors, may have. The Chubb Companies specifically reserve and preserve all rights with respect to such non-monetary obligations including, but not limited to, the right to amend this Proof of Claim to assert a claim for amounts incurred by the Chubb Companies based on any failure of the insureds to satisfy such non-monetary obligations.

<sup>2</sup> Amounts may continue to accrue, which should be paid in full by the Debtors in the ordinary course of business. The Chubb Companies specifically reserve all rights in relation to such amounts and any other amounts that may arise, including the right to seek payment hereunder, assert an administrative claim therefor, or, if appropriate and as applicable, to seek payment thereof pursuant to separate order of this Court.

7. The Claim is evidenced by the Chubb Insurance Program, including, without limitation, those Policies listed on Exhibit “B” hereto.<sup>3</sup>

8. A portion of the Claim is or may be entitled to administrative expense priority under 11 U.S.C. §§ 503(b) and 507(a)(2).

9. The Claim may be secured by letters of credit, paid loss deposit funds, trusts, escrows, surety bonds, cash collateral, or other amounts.

10. The Claimant reserves and preserves the right: (a) to file and seek payment of additional claims for (i) administrative expenses, (ii) attorneys’ fees and costs, and (iii) cure amounts or rejection damages; (b) to estimate contingent claims and assert additional claims if contingent claims are estimated or liquidated; and (c) to assert any other claims the Claimant may have against the Debtors relating to or incidental to the Obligations and the documents referenced herein. The Claimant reserves and preserves all rights, under the Chubb Insurance Program or otherwise, to assert any and all defense, setoff and/or recoupment against the Debtors. The Claimant reserves the right to amend and/or further supplement this Proof of Claim to, *inter alia*, (a) adjust the amount of the Claim to reflect an updated actuarial review and/or financial analysis and/or (b) include additional collateral required as a result thereof.

11. The filing of this Proof of Claim is not intended, and should not be construed, as (a) an election of remedies; (b) a waiver of any past, present or future default or event of default; (c) a waiver or limitation of the Chubb Companies’ rights or defenses; (d) a waiver of the Chubb

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<sup>3</sup> Exhibit B is non-exhaustive and may include Policies under which amounts are not yet nor ever may become due and owing. However, because the Policies are part of the Chubb Insurance Program, the Claimant has included them herein and reserves all rights with respect thereto including, but not limited to, amending this Proof of Claim to assert any amounts that may become due thereunder. Additionally, and for the avoidance of doubt, although the Chubb Companies have filed a number of proofs of claim against the Debtors on account of the Chubb Insurance Program, the Chubb Companies do not expect that any liquidated amounts of the Claim will be paid in the aggregate by each Debtor to each of the Chubb Companies.



Companies' claims or rights against the Debtors or any of the Debtors' subsidiaries or affiliates; (e) a waiver of the Chubb Companies' right to draw on and/or apply any collateral or security; (f) a waiver of the Chubb Companies' claims or rights against any person, entity, property, or other parties liable to it (whether under the Chubb Insurance Program or otherwise); (g) a determination as to coverage or entitlements to benefits as to coverage under the Chubb Insurance Program or a submission to the jurisdiction of this Court for the determination of any coverage issues; (h) a waiver of the Chubb Companies' rights under the Chubb Insurance Program including any right to require arbitration; (i) a consent to jurisdiction of this Court with respect to proceedings, if any, commenced involving the Proof of Claim or the Chubb Companies, (j) a waiver or release of the right to request withdrawal of the reference with respect to the subject matter of the Proof of Claim, any objection thereto, any other proceeding commenced with respect thereto, or any other proceeding that may be commenced in this case against or otherwise involving the Chubb Companies; (k) a waiver or release of the Chubb Companies' right to trial by jury in this Court or any other court or forum as to any and all matter so triable herein, whether or not the same be designated legal or private rights or in any case, controversy or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether or not such jury trial right is under a statute or the United States Constitution; or (l) a waiver or release of the Chubb Companies' right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge.

12. All notices to the Claimant relating to this Proof of Claim should be sent to the Claimant as follows:

c/o Chubb f/k/a ACE  
436 Walnut Street

Philadelphia, PA 19106  
Attention: Adrienne Logan

With a copy to counsel for the Claimant:

Wendy M. Simkulak, Esquire  
DUANE MORRIS LLP  
30 S. 17<sup>th</sup> Street  
Philadelphia, PA 19103

13. This Proof of Claim is filed as a separate claim from other claims that may be filed by or on behalf of the Claimant or any of its affiliates against the Debtors, and does not replace or supersede such other claims.

**EXHIBIT A**

**DEBTOR NAMES**

	<b>Debtor Name</b>	<b>Case No.</b>
1.	CBC Restaurant Corp.	23-10245
2.	Corner Bakery Holding Company	23-10246
3.	CBC Cardo, Inc.	23-10247

## **EXHIBIT B**

The Chubb Companies' Claim is evidenced by, without limitation, the Policies, and includes, without limitation, the following and all other documents, instruments, agreements or policies, and any and all endorsements, addenda, amendments, renewals, supplements and modifications to any of the following:

**Policies include, but are not limited to:**

<b>Policy Number</b>	<b>Policy Period</b>	<b>Insurer</b>	<b>Type of Coverage</b>
G24005896	05/01/2011-06/10/2017	ACE American Insurance Company	Errors and Omissions
G24005896	04/22/2010-05/01/2011	ACE American Insurance Company	Errors and Omissions
G24005896	02/02/2009-04/22/2010	Westchester Fire Insurance Company	Errors and Omissions
G24005896	02/02/2008-02/02/2009	Westchester Fire Insurance Company	Errors and Omissions

**Reservation of Rights**

The brief summary of the Policies contained herein is for descriptive purposes only and is not intended to be binding on the Chubb Companies or constitute their position with respect to the proper interpretation and meaning thereof. For a complete and accurate explanation of the terms and conditions of the Policies, reference should be made to the actual Policies.