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NEW FILE

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 14 2020

BY Nicole O'Dwyer
NICOLE O'DWYER, DEPUTY

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO- CIVIL DIVISION**

ALVIN JOSEPH GARCES,

Plaintiffs,

v.

SENTINEL INSURANCE
COMPANY, LTD. d.b.a. THE
HARTFORD; and DOES 1 TO 100,

Defendants.

Case No.:

Assigned:

Dept.:

CIV DS 2018978

**1. BREACH OF THE COVENANT OF GOOD
FAITH AND FAIR DEALING IN CONTRACT
2. BREACH OF THE COVENANT OF GOOD
FAITH AND FAIR DEALING IN TORT
3. BREACH OF CONTRACT**

Plaintiffs, ALVIN JOSEPH GARCES, hereby alleges against Defendants SENTINEL
INSURANCE COMPANY, LTD. d.b.a. THE HARTFORD and Does 1 to 100, as follows:

RECEIVED
SEP 14 2020
SUPERIOR COURT OF CALIFORNIA
SAN BERNARDINO COUNTY

1 FIRST CAUSE OF ACTION

2 **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING IN**
3 **CONTRACT**

4 (As against, **SENTINEL INSURANCE COMPANY, LTD. d.b.a. THE HARTFORD,**
5 hereafter referred to as "THE HARTFORD"; and Does 1 to 100)

6 1. Plaintiff is and at all times mentioned herein, was an individual residing in the County of
7 Orange, State of California.

8 2. Plaintiff is informed and believes and thereon alleges that Defendant The Hartford was at all
9 times herein mentioned, doing business, form of organization Corporation, in the County of San
10 Bernardino, State of California as duly licensed insurers doing business in the State of California.

11 3. Plaintiff is genuinely ignorant of the true names and capacities of Defendants, sued herein as
12 Does 1 through 100, and therefore sues said Defendants by such fictitious names. Plaintiff will amend
13 this Complaint to allege the true names and capacities when the same have been ascertained. Plaintiff
14 is informed and believes and thereon alleges that each fictitiously named Defendant is responsible in
15 some manner for the acts or omissions alleged herein and Plaintiff's injuries as herein alleged were
16 proximately caused by those acts or omissions.

17 4. At all times herein mentioned, each of the Defendants was the agent, servant, contractor or
18 employee, joint venture, alter ego, alternative entity, successor, predecessor or alter ego of each of the
19 remaining Defendants, and in doing the things hereinafter alleged was acting within the course and
20 scope of such agency or employment, and/or in the furtherance of a partnership, joint venture, co-
21 conspiracy or under some other legal theory and for the benefit of each and every other defendant.

22 5. The conduct, acts, and omissions of Defendants, and each of them, as described in this
23 complaint, was undertaken by Defendant THE HARTFORD'S officers or managing agents,
24 identified as DOES 1 to 100, who were responsible for claims operations, underwriting,
25 communications, investigations, and decisions. The conduct of the managing agents and individuals
26 was therefore undertaken on behalf of Defendant THE HARTFORD. Further, Defendants, and each
27 of them, had advance knowledge of the actions and conduct of those individuals, whose actions and
28 conduct were ratified, authorized, and approved by managing agents and by other corporate officers,

1 directors, or managing agents whose precise identities are unknown to Plaintiff at this time. Plaintiff
2 thus identifies and designates those individuals as DOES 1 to 100.

3 6. Defendant, THE HARTFORD'S corporate headquarters is located out of the State of California,
4 but has agency offices in San Bernardino for selling policies of indemnity insurance and does sell
5 such policies in and for vehicles and customers in San Bernardino, California, and is an out of state
6 insurance company registered in California to do business.

7 7. Prior to March 12, 2020, Alvin Joseph Garces purchased an insurance policy bearing No.
8 57SBAR15918 for business insurance loss, for his business CHEF Gourmet, LLC located at 1910 S.
9 Archibald Ave, Unit 0 Ontario, CA 91761. This policy included loss of business income, and each of
10 them, including THE HARTFORD, which policy was in effect on March 12, 2020, and had been in
11 effect since December 12, 2019, and under which Plaintiff was an insured person.

12 8. Defendant, THE HARTFORD, represented in the aforementioned contract of insurance that
13 Defendants, and each of them, would provide compensation to an insured, including Plaintiff, in the
14 event of a loss caused by a mandatory closure by order of a civil authority such as the events of the
15 COVID-19 Disaster of March 4, 2020 onward until the date of the writing of this complaint
16 September 3, 2020.

17 9. On March 12, 2020, Plaintiff was ordered by the Office of The Governor of the State of
18 California to shut down his establishment along with all indoor non-essential business specifically
19 provided for in the March 4, 2020 state of emergency order Executive order N-25-20 (**EXHIBIT 1**)
20 which as of the date of the writing of this complaint 09/02/2020 has gone through subsequent
21 modifications but has been active state of emergency.

22 10. On or about April 2020, Plaintiff's attorney notified THE HARTFORD by letter that the firm
23 was representing ALVIN GARCES and provided true copies of documentation.

24 11. Under the Business insurance policy by Defendant THE HARTFORD, The Special
25 Property Coverage Form provides, as an additional coverage, loss of Business Income sustained
26 when access to your "scheduled premises" is prohibited by order of civil authority. The policy
27 provides the following:
28

1 q. Civil Authority

2 1. (1) This insurance is extended to apply to the actual loss of Business Income you sustain
3 when access to your "scheduled premises" is specifically prohibited by order of a civil
4 authority as the direct result of a Covered Cause of Loss to property in the immediate
5 area of your "scheduled premises".

6 2. (2) The coverage for Business Income will begin 72 hours after the order of a civil
7 authority and coverage will end at the earlier of:

8 (a) When access is permitted to your "scheduled premises"; or

9 (b) 30 consecutive days after the order of the civil authority.

10 12. Plaintiff Alvin Garces policy limits was \$500,000 for business income and extra expense as a
11 result of a shutdown by a civil authority for 30 consecutive days. According to q(2) The coverage for
12 Business Income will begin 72 hours after the order of a civil authority and coverage will end at the
13 earlier of (a) when access is permitted to the scheduled premises or (b) 30 consecutive days after the
14 order of the civil authority [has been lifted]. Plaintiff Alvin Garces was entitled to business income
15 loss coverage in the amount of \$500,000 per dependent property, Defendant THE HARTFORD,
16 never offered to cover any of the business income loss Plaintiff was entitled to under the policy, in
17 fact when the Plaintiff made a claim for business income loss, the Defendant, THE HARTFORD
18 denied the claim in a letter of March 18, 2020 (**EXHIBIT 2**) and said there was no coverage for the
19 COVID-19 closure order of executive order N-25-20 issued by the civil authority on March 4. In bad
20 faith THE HARTFORD denied the very policy coverage to the Plaintiff, that was spelled out in the
21 policy.

22 13. Plaintiff was forced to seek legal action to help him achieve the damages associated with the
23 bad faith denial of business loss income under the insurance policy by Defendant THE HARTFORD
24 when they misrepresented the coverage in the policy. The Plaintiff incurred costs and expenses as a
25 result of his efforts to prosecute this action and to remedy his losses by the material breach of the
26 contract.

1 14. Defendants, and each of them, in derogation of their duty to their policy holder, the Plaintiff,
2 refused to make a payment and denied coverage to the policy holder as evidenced by March 18, 2020
3 letter. (EXHIBIT 2)

4 15. Had Defendants, and each of them, conducted a reasonable investigation of the claim,
5 Defendants, and each of them, would have learned, *inter alia*, that Plaintiff was forced to close his
6 business by order of a civil authority under Executive Order of the Governor of The State of
7 California N-25-20 related to COVID-19 disaster; and for which compensation was due to Plaintiff
8 for business income loss to the extent of policy limits. Instead Defendants, and each of them, did not
9 ever make a reasonable offer after a valid demand, and delayed and procrastinated at every
10 opportunity. These actions were intentional and were undertaken in an effort to discourage Plaintiff
11 from pursuing his claim for damages in an attempt to deprive Plaintiff of the benefits due to him
12 under his insurance policy.

13 16. Plaintiff is informed and believes and upon such information and belief alleges that Defendants,
14 and each of them, in furtherance of their scheme to defraud and deprive Plaintiff of benefits under the
15 insurance policy, set up defenses based on dubious and unqualified expertise and a general lack of
16 business acumen and empathy or understanding.

17 17. The conduct of Defendants, and each of them, described in this complaint of deliberately and
18 calculatingly failing to provide the compensation which they knew was due to Plaintiff, scheming to
19 conspire and defraud Plaintiff, and committing actual fraud against Plaintiff, and further intentionally
20 inflicting emotional distress upon Plaintiff, offering no settlement at all in light of compelling medical
21 evidence supporting that Plaintiff was entitled to the full policy benefits, while well knowing their
22 policy holder and insured was entitled to policy limits, constitutes malice and oppression under
23 California Civil Code section 3294, in that it was done with the intent to vex, injure, or annoy and with
24 conscious disregard of the Plaintiff's rights, and deliberately in bad faith, to deny him the benefits to
25 which he was entitled under the policy. All the aforesaid acts were performed in an effort to discourage
26 Plaintiff from seeking the compensation due to him at a time Defendants, and each of them, knew that
27 the Plaintiff was financially vulnerable. Thus, Plaintiff is entitled to punitive and exemplary damages
28 in an amount appropriate to punish and make an example of Defendants, and each of them.

1 18. Plaintiff has been required, in order to litigate his rights and prosecute this action, to retain
2 attorneys and incur attorneys' fees and litigation expense in an amount to be proved.

3 19. All the aforesaid acts, omissions and representations were performed in an effort to discourage
4 Plaintiff from seeking the compensation due to him at a time Defendants, and each of them, knew
5 that the Plaintiff was financially vulnerable, and during his time of COVID-19 calamity. Plaintiff is
6 entitled to punitive and exemplary damages pursuant to *Civil Code* section 3294 and other California
7 law, in an amount appropriate to punish and make an example of Defendants, and each of them. The
8 Defendant, THE HARTFORD, is further liable for punitive damages based on the conduct of denying
9 the claim business loss claim intentionally; which was a legitimate business income loss claim and
10 covered under the policy provision for closures by civil authority on page 11 (5)q(1). This and other
11 intentional actions by Defendant THE HARTFORD were intentional, willful, wanton and
12 unreasonable under the contractual obligations under the policy. Defendant THE HARTFORD
13 intentionally breached their obligations when they knew full well of EXECUTIVE ORDER N-25-20
14 and the COVID-19 PANDEMIC DISASTER and to deny the Plaintiff the full benefits under the
15 policy was a scheme to unjustly enrich DEFENDANT the HARTFORD by unjustly breaching their
16 contractual obligations knowing full well the civil authority provisions under the policy. The
17 aforementioned conduct justifies punitive and exemplary damages to deter conduct according to
18 proof at trial.

19 **SECOND CAUSE OF ACTION**

20 **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING IN TORT**

21 (As against, SENTINEL INSURANCE COMPANY, LTD. d.b.a. THE HARTFORD; and

22 Does 1 to 100)

23 20. Plaintiff hereby incorporates by reference all prior and subsequent paragraphs of this
24 complaint as if set forth in full herein.

25 21. Plaintiff Alvin Joseph Garces claims that Sentinel Insurance Company, LTD d.b.a The Hartford
26 violated to act fairly and in good faith under the business loss insurance policy contract.

27 22. The Plaintiff Alvin Joseph Garces and Defendant The Hartford entered into a valid business loss
28 insurance policy contract on December 12, 2019 and it was in effect prior to and subsequent to the

1 announcement of the COVID-19 pandemic and subsequent executive order N-25-20 by the governor
2 of the State of California for the mandatory closure/stay at home/ safer at home order on March 4,
3 2020. (See **EXHIBIT 1**)

4 23. The Plaintiff Alvin Garces paid all premiums and his insurance policy business loss
5 contract was current and valid at the time of the COVID-19 executive order on March 4, 2020;
6 Plaintiff was excused from performance under the contract when Defendant The Hartford
7 breached its obligations under the contract, violating the duty of good faith and fair dealing when
8 it denied that there was coverage for business income loss under mandatory civil authority shut
9 down order that was mandatory, in fact such coverage existed under the policy.

10 24. Defendant The Hartford breached their duty of good faith and fair dealing when they
11 intended not to honor the coverage for business loss income under the policy as of the March 18,
12 2020 Letter (See **EXHIBIT 2**) and they knew there was such coverage for business income loss
13 at up to \$500,000 under the policy limits.

14 25. The conditions required for The Hartford's performance under the contract occurred as a
15 result of the COVID-19 calamity/disaster as of the announcement of the mandatory closure/stay
16 at home/safer at home executive order of the governors office N-25-20 (See attached **EXHIBIT**
17 1).

18 26. Defendant The Hartford's conduct in intentionally depriving Plaintiff Alvin Joseph
19 Garces of a benefit under the policy and misrepresenting the coverage provisions provided for
20 under the policy and denied coverage wrongfully in the letter of March 18, 2020 was in bad faith
21 as a scheme to unjustly enrich Defendant at the expense of policy holders under the idea of Force
22 Majeure "act of god" when such policy coverage did exist under the policy and was foreseeable.

23 27. Defendant The Hartford breached the covenant of good faith and fair dealing wrongfully
24 and tortiously when it denied coverage to Plaintiff under the policy in the March 18, 2020 letter
25 (see **EXHIBIT 2**). This wrongful act that deprived Plaintiff of his rights and benefits to business
26 loss income insurance payments as a intended beneficiary under the policy. Further, Defendant
27 wrongfully intended to breach the contractual obligations under the policy when the COVID-19
28 Executive Order N-25-20 was announced and was intentionally taking measures to enrich

1 themselves at the policy holders expense based on the idea of unforeseeable "Acts of God" when
2 in fact it was foreseeable and provided for under the policy provisions as follows:

3 q. Civil Authority

4 3. (1) This insurance is extended to apply to the actual loss of Business Income you sustain
5 when access to your "scheduled premises" is specifically prohibited by order of a civil
6 authority as the direct result of a Covered Cause of Loss to property in the immediate
7 area of your "scheduled premises".

8 4. (2) The coverage for Business Income will begin 72 hours after the order of a civil
9 authority and coverage will end at the earlier of:

10 (a) When access is permitted to your "scheduled premises"; or

11 (b) 30 consecutive days after the order of the civil authority.

12 28. As seen above the policy foresaw a potential closure by civil authority and as a result of
13 Defendant The Hartford becoming aware of such dire calamity as the COVID-19 Crisis, the
14 upper level management, directors, and board members decided as a cost of doing business, they
15 would risk legal action in a certain number of cases because they knew most policy holders
16 would sleep on their rights under the policy and the Defendant Company The Hartford would
17 profit by unjustly denying coverage under such policies as a way to enrich themselves and their
18 shareholders over the needs of the policy holders that paid their premiums. This conduct by
19 Defendant The Hartford was wrong and unconscionable and the conduct as stated above with
20 Plaintiff Alvin Joseph Garces as just one example of what was a policy decision made at the
21 upper levels as a risk benefit assessment that Defendant calculated was profitable enough to
22 outright deny business loss income insurance because most people would not seek legal counsel
23 zealously or would sleep on their rights. It is unlikely this is an isolated incident of outright
24 coverage denial based on the doctrine of Force Majeure "act of god" however this policy had
25 express provisions for civil authority actions in the policy as mentioned above in paragraph 27.

26 29. Plaintiff Alvin Joseph Garces was harmed by the denial of the coverage for business loss
27 income insurance and was thereby harmed economically, and as a result the Plaintiff had to seek
28 legal counsel to remedy the breach of Defendant insurer and to mitigate his damages.

1 30. Thereby, based on the wrongful, tortious acts and omissions of the insurer Defendant The
2 Hartford, Plaintiff Alvin Joseph Garces is entitled to exemplary and punitive damages as
3 according to proof to be shown at trial.

4 **THIRD CAUSE OF ACTION**

5 **BREACH OF CONTRACT**

6 (As against, **SENTINEL INSURANCE COMPANY, LTD. d.b.a. THE HARTFORD**; and
7 Does 1 to 100)

8 31. Plaintiff hereby incorporates by reference all prior and subsequent paragraphs of this complaint
9 as if set forth in full herein.

10 32. Plaintiff, by paying the premiums to THE HARTFORD, for his business insurance CHEF
11 Gourmet, LLC located at 1910 S. Archibald Ave, Unit 0 Ontario, CA 91761, entered into the valid
12 and enforceable written business insurance policy contract offered him by Defendants, and each of
13 them, prior to and on or about December 12, 2019. Plaintiff was denied coverage for business loss
14 based on the letter of March 18, 2020; which alleges no business income loss coverage under the
15 policy; which is simply not true. Plaintiff retained counsel shortly thereafter, in late March 2020,
16 related to the denial of the business loss claim with Defendant THE HARTFORD to obtain the
17 moneys due under the policy and to obtain the full policy limits for business income loss due under
18 the policy of \$500,000 per Plaintiff's insurance policy under the valid and enforceable contract.

19 33. During 2020, THE HARTFORD ignored and refused to pay in full, plaintiff's "business income
20 loss coverage money due him under the plaintiff's THE HARTFORD insurance policy after the
21 Executive Order N-25-20 by Governor Newsom of California for the mandatory stay at home/safer at
22 home order. This was an order by a civil authority and was covered under the policy on page 11
23 (5)q.(1) up to \$500,000 for each dependent property under the full policy limits.

24 34. As of March 2020, plaintiff's demands for the full \$500,000 policy business income loss
25 benefits were denied by The Hartford. Plaintiff was thereafter compelled to legal counsel and sue
26 The Hartford for breach of contract and breach of the covenant of good faith and fair dealing in
27 contract.
28

1 35. In truth and fact at said time on or about December 12, 2019, when Plaintiff Alvin Garces and
2 other identified insureds entered into the standardized insurance policy contract with defendants and
3 each of them, Defendants did not intend to pay any claimant all sums that business income loss
4 insurance as covered by the mandatory closure by civil authority provision (5)q.(1) under the policy
5 on page 11 of the policy, and in truth and fact, Defendants, and each of them, at that time, intended to
6 pay the claimant far less than the sum to which the claimant would be entitled; and in truth and fact,
7 Defendant SENTINEL INSURANCE COMPANY, LTD. d.b.a. THE HARTFORD, did not intend to
8 pay reasonably and promptly any sums due Plaintiff, but intended to deny unreasonably any sums to
9 which claimant would be entitled, even including denying the Plaintiff coverage unnecessarily in
10 order to avoid paying out the claims when the money which was legitimately due to Plaintiff. In truth
11 and fact, Defendants, and each of them, at or about the time of the issuance Covid-19 order issuance
12 on March 4th, 2020, SENTINEL INSURANCE COMPANY, LTD. d.b.a. The Hartford intended to
13 violate the Covenant of Good Faith and Fair Dealing implicit in the insurance contract under the
14 policy by denying Plaintiff Alvin Joseph Garces the coverage he was due under the business
15 insurance policy contract. As a result of the Defendants material breach of the agreement under the
16 express terms of the policy, Plaintiff Alvin Garces was forced to seek legal representation and
17 incurred costs and expenses as a result of standing on his rights under the contract to remedy his
18 damages flowing from Defendant The Hartford's breach.

19 36. At all times relevant herein, plaintiff and other insureds under the insurance policy performed
20 all material duties and obligations required under the insurance policy except those that were excused
21 or discharged. This included making all payments due to defendant, THE HARTFORD, under the
22 insurance policy. Defendants and each of them, accepted policy premium payments from plaintiff
23 and other insureds identified within the policy, made on behalf of plaintiff, as a named policy insured.

24 37. By never intending to honor the obligations under the business loss insurance contract at the
25 first news of COVID-19 Pandemic and using the Pandemic as a shield to justify repudiation of the
26 contract and a denial of coverage, Defendant The Hartford materially breached the agreement as
27 follows:
28

- 1 a) By using the doctrine of Force Majeure or "Act of God" to say Defendant The Hartford
2 was excused from the contractual obligations under the policy, when in truth and fact such
3 a type of loss was covered under the policy, and such loss was foreseeable to Defendant
4 The Harford.
- 5 b) Defendant, by denying the insurance policy coverage to Plaintiff Alvin Garces materially
6 breached the contract for business loss insurance, when they denied coverage for a loss
7 that was expressly covered under the policy.

8 38. Defendants, and each of them, failed to, and refused to conduct a reasonable, fair, timely and
9 thorough investigation into the facts and circumstances of the plaintiff's business loss claim asserted,
10 and tried to use the doctrine of force majeure "Act of God" to excuse themselves from performance
11 of their obligations under the contract, when such acts by civil authority were foreseeable under the
12 contract. Defendant's wrongfully conspired to deny Plaintiff benefits due under the insurance policy;
13 and offered no reasonable settlement whatsoever at any time when they knew the case was worth far
14 more than the remaining \$500,000 policy limits to relieve Defendants, and each of them, from having
15 to pay promptly, fairly and reasonably benefits under the insurance policy. As a proximate result of
16 the unreasonable, wrongful and bad faith conduct mentioned above, and by the breach of said
17 insurance policy contract, Plaintiff has suffered mental, physical, economic, and other damages in an
18 amount to be shown at trial. By engaging in the acts and omissions alleged throughout this
19 complaint, defendants and each of them breached the insurance policy contract terms and the
20 contract.

21 39. As a direct and proximate result of the breach by Defendants, and each of them, of their
22 obligations under the insurance policy, Plaintiff has been damaged as follows:

23 a) Plaintiff was forced to suffer economic and consequential damages as referenced herein
24 and throughout this complaint in an amount to be shown at trial.

25 b) Plaintiff seeks exemplary damages, attorneys' fees and costs with pre and post judgment
26 interest, and punitive damages to deter Defendant, The Hartford's wrongful conduct.

27
28

[illegible]

Dated: September 8, 2020

- By: Gene Goldsman, Esq.
Attorney for Plaintiff, Alvin Joseph Garces

EXHIBIT 1

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-25-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed; and

WHEREAS state and local public health officials may, as they deem necessary in the interest of public health, issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences, or other mass events, which could cause the cancellation of such gatherings through no fault or responsibility of the parties involved, thereby constituting a force majeure; and

WHEREAS the Department of Public Health is maintaining up-to-date guidance relating to COVID-19, available to the public at <http://cdph.ca.gov/covid19>; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to minimize the spread and mitigate the effects of COVID-19; and

WHEREAS there is a need to secure numerous facilities to accommodate quarantine, isolation, or medical treatment of individuals testing positive for or exposed to COVID-19; and

WHEREAS, many individuals who have developmental disabilities and receive services through regional centers funded by the Department of Developmental Services also have chronic medical conditions that make them more susceptible to serious symptoms of COVID-19, and it is critical that they continue to receive their services while also protecting their own health and the general public health; and

WHEREAS individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources such as shelters and food banks; and

WHEREAS in the interest of public health and safety, it is necessary to exercise my authority under the Emergency Services Act, specifically Government Code section 8572, to ensure adequate facilities exist to address the impacts of COVID-19; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571 and 8572, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19.
2. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 2627(b)(1) for disability insurance applicants who are unemployed and disabled as a result of the COVID-19, and who are otherwise eligible for disability insurance benefits.
3. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 1253(d) for unemployment insurance applicants who are unemployed as a result of the COVID-19, and who are otherwise eligible for unemployment insurance benefits.
4. Notwithstanding Health and Safety Code section 1797.172(b), during the course of this emergency, the Director of the Emergency Medical Services Authority shall have the authority to implement additions to local optional scopes of practice without first consulting with a committee of local EMS medical directors named by the EMS Medical Directors Association of California.
5. In order to quickly provide relief from interest and penalties, the provisions of the Revenue and Taxation Code that apply to the taxes and fees administered by the Department of Tax and Fee Administration, requiring the filing of a statement under penalty of perjury setting forth the facts for a claim for relief, are suspended for a period of 60 days after the date of this Order for any individuals or businesses who are unable to file a timely tax return or make a timely payment as a result of complying with a state or local public health official's imposition or recommendation of social distancing measures related to COVID-19.
6. The Franchise Tax Board, the Board of Equalization, the Department of Tax and Fee Administration, and the Office of Tax Appeals shall use their administrative powers where appropriate to provide those individuals and businesses impacted by complying with a state or local public health official's imposition or recommendation of social

distancing measures related to COVID-19 with the extensions for filing, payment, audits, billing, notices, assessments, claims for refund, and relief from subsequent penalties and interest.

7. The Governor's Office of Emergency Services shall ensure adequate state staffing during this emergency. Consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors, are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. The Director of the California Department of Human Resources must be notified of any individual employed pursuant to these waivers.
8. The California Health and Human Services Agency and the Office of Emergency Services shall identify, and shall otherwise be prepared to make available—including through the execution of any necessary contracts or other agreements and, if necessary, through the exercise of the State's power to commandeer property – hotels and other places of temporary residence, medical facilities, and other facilities that are suitable for use as places of temporary residence or medical facilities as necessary for quarantining, isolating, or treating individuals who test positive for COVID-19 or who have had a high-risk exposure and are thought to be in the incubation period.
9. The certification and licensure requirements of California Code of Regulations, Title 17, section 1079 and Business and Professions Code section 1206.5 are suspended as to all persons who meet the requirements under the Clinical Laboratory Improvement Amendments of section 353 of the Public Health Service Act for high complexity testing and who are performing analysis of samples to test for SARS-CoV-2, the virus that causes COVID-19, in any certified public health laboratory or licensed clinical laboratory.
10. To ensure that individuals with developmental disabilities continue to receive the services and supports mandated by their individual program plans threatened by disruptions caused by COVID-19, the Director of the Department of Developmental Services may issue directives waiving any provision or requirement of the Lanterman Developmental Disabilities Services Act, the California Early Intervention Services Act, and the accompanying regulations of Title 17, Division 2 of the California Code of Regulations. A directive may delegate to the regional centers any authority granted to the Department by law where the Director believes such delegation is necessary to ensure services to individuals with developmental disabilities. The Director shall describe the need justifying the waiver granted in each directive and articulate how the waiver is necessary to protect the public health or safety from the threat of COVID-19 or necessary to ensure that services to individuals with developmental disabilities are not disrupted. Any waiver granted by a directive shall expire 30 days from the date of its issuance. The Director may grant one or more 30-day extensions if the waiver continues to be necessary

to protect health or safety or to ensure delivery of services. The Director shall rescind a waiver once it is no longer necessary to protect public health or safety or ensure delivery of services. Any waivers and extensions granted pursuant to this paragraph shall be posted on the Department's website.

11. Notwithstanding any other provision of state or local law, including the Bagley-Keene Act or the Brown Act, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body or state body, during the period in which state or local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, a least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended, on the conditions that:

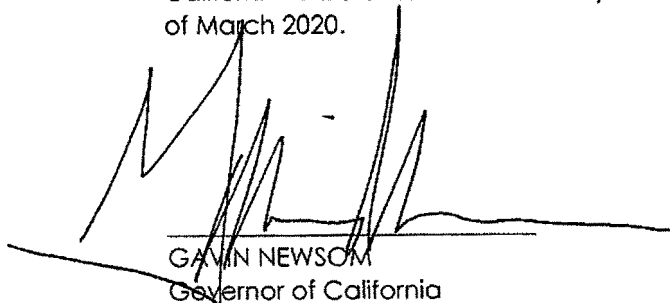
- (i) each state or local body must give advance notice of each public meeting, according to the timeframe otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) consistent with the notice requirement in paragraph (i), each state or local body must notice at least one publicly accessible location from which members of the public shall have the right to observe and offer public comment at the public meeting, consistent with the public's rights of access and public comment otherwise provided for by the Bagley-Keene Act and the Brown Act, as applicable (including, but not limited to, the requirement that such rights of access and public comment be made available in a manner consistent with the Americans with Disabilities Act).

In addition to the mandatory conditions set forth above, all state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 12th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

EXHIBIT 2



March 18, 2020

Chef Gourmet LLC
1910 S Archibald Ave
Ste 0
Ontario, CA 91761
Attn: Alvin Garces

RE: Insured: Chef Gourmet LLC
 Claim Number: CP0018662300
 Policy Number: 57SBARI5918
 Date of Loss: March 12, 2020

Dear Mr. Alvin Garces:

This letter responds to your claim for business income loss due to your client, BMW Group of North America LLC – Western Region Training Center’s facility closing until April 30 at the earliest due to the ongoing coronavirus pandemic and State of Emergency. For the reasons discussed below, based on the facts of your loss as we understand them, there is no coverage for this loss under the above captioned policy.

As we understand the facts, you are beginning to suffer a business income loss as your main client who you cater to off-site is closing their facility operations until April 30. You advised us that you expect 97% of your business to be shut down as a result of this. No direct physical loss or damage has occurred to property at the scheduled premises listed in your policy or at any location that may be a dependent property. Additionally, no business personal property owned by you suffered any direct physical loss or damage from this event.

Please refer to the Declarations page of your policy, which lists the following location as “scheduled premises”:

- 1910 S Archibald Ave, Ste O, Ontario, CA 91761

We carefully reviewed your policy and, unfortunately, there is no coverage available for this loss. We are basing this determination on the following policy language found within the SS 00 07 07 05 Special Property Coverage Form, made part of your policy, which states, in part, as follows:

A. COVERAGE

We will pay for direct physical loss of or physical damage to Covered Property at the premises described in the Declarations (also called "scheduled premises" in this policy) caused by or resulting from a Covered Cause of Loss.

3. Covered Causes of Loss

RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

- a. Excluded in Section B., **EXCLUSIONS**; or
- b. Limited in Paragraph A.4. Limitations; that follow.

This property policy protects your business personal property against risks of direct physical loss or damage at your Scheduled Premises. You have not identified any physical loss to any property at a scheduled premises.

The Special Property Coverage Form also provides certain coverages for loss of business income, described below:

5. Additional Coverages

o. Business Income

- (1) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or physical damage to property at the "scheduled premises", including personal property in the open (or in a vehicle) within 1,000 feet of the "scheduled premises", caused by or resulting from a Covered Cause of Loss.
- (2) With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the "scheduled premises" are located, your "scheduled premises" also means:
 - (a) The portion of the building which you rent, lease or occupy; and
 - (b) Any area within the building or on the site at which the "scheduled premises" are located, but only if that area services, or is used to gain access to, the "scheduled premises".
- (3) We will only pay for loss of Business Income that occurs within 12 consecutive months after the date of direct physical loss or physical damage.

This Additional Coverage is not subject to the Limits of Insurance.

(4) Business Income means the:

- (a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no direct physical loss or physical damage had occurred; and
- (b) Continuing normal operating expenses incurred, including payroll.

(5) With respect to the coverage provided in this Additional Coverage, suspension means:

- (a) The partial slowdown or complete cessation of your business activities; or
- (b) That part or all of the "scheduled premises" is rendered untenable as a result of a Covered Cause of Loss if coverage for Business Income applies to the policy.

The Business Income coverage is not provided for your claim, at a minimum, because there has been no physical loss or damage to property at a scheduled premises. Other reasons may apply, including the exclusions discussed below.

The Special Property Coverage Form provides, as an additional coverage, loss of Business Income sustained when access to your "scheduled premises" is prohibited by order of civil authority. The policy provides the following:

q. Civil Authority

- (1) This insurance is extended to apply to the actual loss of Business Income you sustain when access to your "scheduled premises" is specifically prohibited by order of a civil authority as the direct result of a Covered Cause of Loss to property in the immediate area of your "scheduled premises".
- (2) The coverage for Business Income will begin 72 hours after the order of a civil authority and coverage will end at the earlier of:
 - (a) When access is permitted to your "scheduled premises"; or
 - (b) 30 consecutive days after the order of the civil authority.

As we have no information to indicate that the State of Emergency was ordered as a direct result of a covered cause of loss to property in the immediate area of your scheduled premises, this additional coverage is not available for your claimed loss of Business Income.

The Special Property Coverage Form also includes coverage for loss caused by property damage at other premises that qualify as a Dependent Property. It provides as follows:

s. Business Income from Dependent Properties

- (1) We will pay for the actual loss of Business Income you sustain due to direct physical loss or physical damage at the premises of a dependent property caused by or resulting from a Covered Cause of Loss.

The most we will pay under this Additional Coverage is \$5,000 in any one occurrence unless a higher Limit of Insurance is indicated in the Declarations.

- (2) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations", in whole or in part, by using any other available:
 - (a) Source of materials; or
 - (b) Outlet for your products.
- (3) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.
- (4) Dependent Property means property owned, leased or operated by others whom you depend on to:
 - (a) Deliver materials or services to you or to others for your account. But services do not include:
 - (i) Water, communication, power services or any other utility services; or
 - (ii) Any type of web site, or Internet service.
 - (b) Accept your products or services;
 - (c) Manufacture your products for delivery to your customers under contract for sale; or
 - (d) Attract customers to your business premises.

The dependent property must be located in the coverage territory of this policy.
- (5) The coverage period for Business Income under this Additional Coverage:
 - (a) Begins 72 hours after the time of direct physical loss or physical damage caused by or resulting from a Covered Cause of Loss at the premises of the dependent property; and
 - (b) Ends on the date when the property at the premises of the dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- (6) The Business Income coverage period, as stated in Paragraph (5), does not include any increased period required due to the enforcement of any ordinance or law that:
 - (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants."
- (7) The definition of Business Income contained in the Business Income Additional Coverage also applies to this Business Income from Dependent Properties Additional Coverage.

Your policy is also endorsed with SS 04 11 09 07 Restaurant Stretch which increases the limit of Business Income for Dependent Properties to \$50,000. The Super Stretch for Restaurants provides the following in relevant part:

C. The following changes apply only if Business Income and Extra Expenses are covered under this policy. These changes apply to the Standard Property Coverage Form, Additional Coverages, A.4., or to the Special Property Coverage Form, Additional Coverages, A.5.:

3. Business Income from Dependent Properties

The following Additional Coverage is added:

We will pay for the loss of your Business Income and Extra Expense due to direct physical damage at the premises of any dependent property caused by or resulting from a Covered Cause of Loss. The most we will pay under this endorsement is \$50,000 regardless of the number of dependent properties involved in any one occurrence. This Limit of Insurance is in addition to any other Limit shown in the Declarations for specific Dependent Properties.

This additional coverage is subject to the provisions of Business Income from Dependent Properties, Form SS 04 78, with the exception of the Limit of Insurance provision contained in that form. Business Income from Dependent Properties, Form SS 04 78 is made a part of this policy whether or not Business Income from Dependent Properties coverage is indicated in the Declarations.

There is no requirement for Dependent Properties to be scheduled for the coverages provided by this Stretch Endorsement to apply.

No direct physical loss or damage has occurred at a Dependent Property. Accordingly, coverage for Business Income from Dependent Properties is not provided for your claim, at a minimum, because there has been no physical loss or damage at the premises of a Dependent Property. However, even to the extent it was determined that there was physical loss or damage to property at a Dependent Property, coverage is only provided when damage is caused by or results from a Covered Cause of Loss.

We also bring the following potentially applicable exclusions to your attention. Even if you suffer a loss that is otherwise covered by one or more of the above coverages, these exclusions may bar coverage for the loss.

B. EXCLUSIONS

2. We will not pay for physical loss or physical damage caused by or resulting from:
 - i. **Pollution:** We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants and contaminants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss." But if physical loss or physical damage by the "specified causes of loss" results, we will pay for the resulting physical loss or physical damage caused by the "specified cause of loss."

G. PROPERTY DEFINITIONS

15. "Pollutants and Contaminants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, or any other material which causes or threatens to cause physical loss, physical damage, impurity to property, unwholesomeness, undesirability, loss of marketability, loss of use of property, or which threatens human health or welfare. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "Scheduled Premises" means any premises listed by location address in the Scheduled Premises section of the Declarations.
19. "Specified Cause of Loss" means the following:
- Fire; lightning; explosion, windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
- a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. It does not include the cost of filling sinkholes.
 - b. Falling objects does not include loss of or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam

Even if coverage were potentially available for any of the above coverages for loss caused by coronavirus, the pollution exclusion could also bar coverage. The coronavirus is understood to be an irritant or contaminant which causes or threatens to cause physical impurity, unwholesomeness and clearly threatens human health or welfare. No Specified Cause of Loss, as defined by the policy, has caused its release or dispersal in such a manner as to impact your claim.

We also direct your attention to another potentially applicable exclusion, as follows:

B. EXCLUSIONS

2. We will not pay for physical loss or physical damage caused by or resulting from:
- a. **Consequential Losses; Delay, loss of use or loss of market.**

To the extent you are claiming physical loss or physical damage caused by loss of use or loss of market, coverage would be precluded based on the exclusion above.

Section **B. Exclusions** also provides:

3. We will not pay for loss or damaged caused by or resulting from any of the following. But if physical loss or physical damage by a Covered Cause of Loss results, we will pay for that resulting physical loss or damage.

b. Acts or Decisions: Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

We are not liable to pay for loss caused by or resulting from the decision of a person, group or organization (as in this case), to issue a quarantine order or otherwise prevent the usual flow of business, unless damage results from a Covered Cause of Loss.

Lastly, your policy also includes Form SS 40 93 07 05 Limited Fungi, Bacteria or Virus Coverage. We have carefully reviewed this form as well and see no potential for coverage for the loss you incurred since there was no direct physical damage to covered property by a "specified cause of loss". Please refer to the form which states, in part, as follows:

2. The following exclusion is added to Paragraph **B.1. Exclusions** of the Standard Property Coverage Form and the Special Property Coverage Form; Paragraph **F.**, Additional Exclusions of Computers and Media, form SS 04 41, and to form SS 04 45, Personal Property of Others:

i. "Fungi", Wet Rot, Dry Rot, Bacteria And Virus

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

- (1) Presence, growth, proliferation, spread or any activity of "fungi", wet rot, dry rot, bacteria or virus.
- (2) But if "fungi", wet rot, dry rot, bacteria or virus results in a "specified cause of loss" to Covered Property, we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungi", wet or dry rot, bacteria or virus results from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage – Limited Coverage for "Fungi", Wet Rot, Dry Rot, Bacteria and Virus with respect to loss or damage by a cause of loss other than fire or lightning.

This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

The coronavirus itself was not caused or spread by a "Specified Cause of Loss" listed above. As such, the "Fungi", Wet Rot, Dry Rot, Bacteria And Virus Exclusion on Form SS 40 93 07 05 applies.

The policy also provides as follows:

B. The following Additional Coverage is added to Paragraph A.4. of the Standard Property Coverage Form or Paragraph A.5. of the Special Property Coverage Form, and applies to the optional coverage form SS 04 41, Computers and Media and SS 04 45, Personal Property of Others Form:

1. Limited Coverage For "Fungi", Wet Rot, Dry Rot, Bacteria and Virus

- a. The coverage described in 1.b. below only applies when the "fungi", wet or dry rot, bacteria or virus is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
 - (1) A "specified cause of loss" other than fire or lightning;
 - (2) Equipment Breakdown Accident occurs to Equipment Breakdown Property, if Equipment Breakdown applies to the affected premises.
- b. We will pay for loss or damage by "fungi", wet rot, dry rot, bacteria and virus. As used in this Limited Coverage, the term loss or damage means:
 - (1) Direct physical loss or direct physical damage to Covered Property caused by "fungi", wet rot, dry rot, bacteria or virus, including the cost of removal of the "fungi", wet rot, dry rot, bacteria or virus;
 - (2) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", wet rot, dry rot, bacteria or virus; and
 - (3) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", wet rot, dry rot, bacteria or virus are present.
- c. Unless a higher Limit of Insurance is shown in the Declarations for Limited "Fungi", Bacteria or Virus Coverage, the coverage described under this Limited Coverage is No more than the Limit of Insurance stated in the Declarations for Building and Business Personal Property, but not greater than \$50,000.

If form SS 04 41, Computers and Media, and form SS 04 45, Personal Property of Others, are made a part of this policy, then the Limits of Insurance for Computers And Media, and Personal Property of Others is included within this coverage limit. This coverage is made applicable to separate "scheduled premises" as described in the Declarations. Regardless of the number of claims, this limit is the most we will pay per "scheduled premises" for the total of all loss or damage arising out of all

- (1) occurrences of "specified causes of loss" (other than fire or lightning); and
- (2) Equipment Breakdown Accident that occurs to Equipment Breakdown Property; which take place in a 12-month period (starting with the beginning of the present annual policy period).

With respect to a particular occurrence of loss which results in "fungi", wet or dry rot, bacteria or virus, we will not pay more than the total of \$50,000 unless a higher

Limit of Insurance is shown in the Declarations, even if the "fungi", wet or dry rot, bacteria, or virus continues to be present or active, or recurs, in a later policy period.

- d. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungi", wet rot, dry rot, bacteria or virus, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungi", wet Rot, dry rot, bacteria or virus, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungi", wet or dry rot, bacteria or virus causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

- e. The terms of this Limited Coverage do not increase or reduce the coverage for Water Damage provided under provision **B.1.h., Exclusion – Water Damage** of the Standard Property Coverage Form or Additional Coverage provision **A.5.n., Water Damage, Other Liquid, Powder or Molten Material Damage** of the Special Property Coverage Form.
- f. The following applies only if a Time Element Coverage applies to the "scheduled premises" and only if the suspension of "operations" satisfies all the terms and conditions of the applicable Time Element Coverage.

- (1) If the loss which resulted in "fungi", wet or dry rot, bacteria or virus does not in itself necessitate a suspension of "operations", but such suspension is necessary due to loss or damage to property caused by "fungi", wet or dry rot, bacteria or virus, then our payment under the Time Element Coverage is limited to the amount of loss and expense sustained in a period of not more than 30 days unless another number of days is indicated in the Declarations. The days need not be consecutive. If a covered suspension of "operations" was caused by loss or damage other than "fungi", wet or dry rot, bacteria or virus, but remediation of "fungi", wet or dry rot, bacteria or virus prolongs the "period of restoration", we will pay for loss and expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days unless another number of days is indicated in the Declarations. The days need not be consecutive.

The preceding coverage is also contingent on direct physical damage resulting from a specified cause of loss. Again, since the Coronavirus was not caused or spread by a specified cause of loss, this coverage does not apply.

In summary, we sincerely regret that we are unable to provide coverage for your claim. Our coverage decision in this matter is based upon the facts as we currently understand them. If you have any other information that may bear on our coverage review please submit that information to my attention so that we may give it due consideration.

The foregoing should not be construed as a waiver of any of Sentinel Insurance Company ("Hartford"), rights and defenses under policy number 57SBARI5918 and Hartford, specifically reserves its right to modify or supplement this review of coverage based upon any additional information which it may obtain and/or any other grounds which may appear.

If you have any questions, or would like to discuss this matter further, please feel free to contact me at 630-692-8787.

If you believe that this claim has been wrongfully denied, in whole or in part, you may have the matter reviewed by the Claims Services Bureau of the California Department of Insurance, 300 South Spring Street, South Tower, Los Angeles, CA 90013, Telephone Number 800-927-4357 or 213-897-8921. TDD Number: 1-800-482-4833.

Sincerely,

Kyle Anderson
Associate General Adjuster
(O): 630-692-8787
(C): 609-707-4569
Writing Company Name: Sentinel Insurance Company

CC: Networked Insurance Agents LLC

RECEIVED

SEP 14 2020

SUPERIOR COURT
SAN BERNARDINO COUNTY