

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

**GRAND ISLE PARTNERS, LLC
D/B/A GRAND ISLE RESTAURANT**

CIVIL ACTION NO.

VERSUS

JUDGE _____

**ASSURANT AND/OR ASSURANT
INSURANCE AGENCY, INC.**

MAGISTRATE JUDGE _____

COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiff, **GRAND ISLE PARTNERS, LLC D/B/A GRAND ISLE RESTAURANT** (Plaintiff), for their Complaint against **ASSURANT AND/OR ASSURANT INSURANCE AGENCY, INC.**, (“Defendant”), states and alleges as follows: the Defendant made herein is **ASSURANT AND/OR ASSURANT INSURANCE AGENCY, INC.**, a foreign insurance company authorized and licensed to do business in Orleans Parish, Louisiana and who may be served through the registered agent for service of process, through the Commissioner Of Insurance, 1702 North Third Street, Baton Rouge, Louisiana 70802.

PARTIES

1.

Plaintiff, **GRAND ISLE PARTNERS, LLC D/B/A GRAND ISLE**, is a Louisiana limited liability company located in New Orleans, Louisiana. Defendant, **ASSURANT AND/OR ASSURANT INSURANCE AGENCY, INC.**, is an insurance company with an address of 2345 Rice Street, Ste. 230, Roseville, Minnesota 55113.

JURISDICTION AND VENUE

2.

Jurisdiction is proper in this Court pursuant to Pursuant to 28 U.S.C. § 1332. This Court has subject matter jurisdiction over Plaintiff's suit under 28 U.S.C. § 1332 because the matter in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs, and is properly between citizens of different states.

NATURE OF ACTION

3.

According to information published by the Insurance Information Institute, the U.S. insurance industry collected net premiums of \$1.22 trillion in 2018. Premiums recorded by property/casualty insurers accounted for 51% of that amount. Between 2014 and 2018, these insurers wrote net premiums each year of between \$497 billion to \$612.6 billion but only incurred losses of between \$277.7 billion and \$360.9 billion.

4.

The Plaintiff is a restaurant and catering company located in New Orleans, Louisiana. Grand Isle Partners LLC DBA: Grand Isle Restaurant, is a restaurant located in New Orleans and is a catering company that employs wait staff, kitchen crews and various other employees.

5.

Plaintiff purchased an all-risk commercial property insurance policy from Defendant to protect the Plaintiffs business in the event of business interruption. The response by state and local governments have caused the physical loss of Plaintiff's property and has interrupted Plaintiff's businesses causing immense financial hardships. Yet, Defendant has refused to honor its promise to provide the protection that the Plaintiff purchased. The Plaintiff in this case is not unique. The

insurance industry appears to be taking a uniform approach to the current pandemic, which is to deny coverage even when the policy they drafted and offered to the insured, and the policy paid for by the insured, provides for recovery through provisions contained in the Plaintiff's policies. Plaintiff's policy with Defendant exemplifies the broken promises from insurance companies across the country. As a result of governmental orders (as defined below), Plaintiff has been forced to greatly reduce operations and as a result of the reduction has suffered immense losses to the business' finances.

6.

The novel coronavirus - named "severe acute respiratory syndrome coronavirus 2" or "SARS-CoV2" - has spread widely and rapidly across the United States. The illness related to SARS-CoV-2 is "novel coronavirus disease 2019," commonly abbreviated to "COVID-19." Although the virus and related illness are distinct, for purposes of this Complaint, Plaintiff refers to both interchangeably as "COVID-19."

7.

According to the World Health Organization (WHO), over 1.1 million people throughout the entire world have died of COVID-19 as of the date of this filing and that number continues to rise. More than 217 thousand Americans have died because of COVID-19 and over 8 million more have been infected in the United States. A growing body of evidence suggests that the virus transmits both through droplets, when someone sneezes and coughs, and aerosols, which are produced by normal breathing.

8.

In an effort to ensure that hospitals would not exceed capacity, state and local governments across the country have imposed directives requiring residents to remain in their homes except to

perform certain "essential" activities, like shopping for food, going to see a doctor, or getting fresh air. According to the New York Times, at one point nearly 90% of the United States population currently was or is still under one or more state or local directives to stay at home. Multiple states, including Texas, have instituted Executive Orders that prohibit any medical procedures that could result in an increase in hospital stays unless medically necessary.

9.

The state and local directives typically require businesses deemed "non-essential" to be closed and in-person work is not permitted. But even businesses classified as "essential" have been severely impacted by governmental orders. For example, "essential" businesses have had to increase the frequency of cleaning, reduce hours, install new protective barriers between employee and customer, provide personal protective equipment to its workforce and prohibit customers from entering their facilities. But even with those precautions, many such business have had great difficulty retaining employees and customers. Notwithstanding the fact that business' deemed essential could open, the fact remains that a large amount of the income generated by professionals in the healthcare industry are based off of routine check ups, which in most cases were and still are prohibited by Executive Orders. Business in which the virus was never present nor did anyone ever test positive were still forced to close.

10.

Louisiana has issued stay- at-home orders for the entire state through order Proclamation Number 25 JBE 2020 on March 11, 2020 and continued until orders were ended on June 4, 2020 when Louisiana entered into phase 2. However, Phase 2 was not a complete reopening and limitations still existed on what business could reopen and what restrictions were in place.

11.

The Plaintiff began limiting their services to emergency care only, starting on or about March 11, 2020 and has remained at that limited operational capacity through June, 2020 in accordance with the Governor's Proclamation Number 25 JBE 2020 and the guidance from the CDC. This has had a devastating effect on the Plaintiff's business. Even though Plaintiff has been allowed to open their business again, the effects from Proclamation Number 25 JBE 2020 are still being felt by not only the Plaintiff in this case but throughout Louisiana.

12.

As a result of Proclamation Number 25 JBE 2020 and various Local Orders in New Orleans, Plaintiff was not permitted to perform routine services normally offered at the restaurant or catering company. The services that were restricted included serving food, providing a facility for customers to dine in, food services for pre booked parties as well as various cocktail services. The Plaintiff's entire business was shut down and or limited. The services mentioned make up the majority, if not the entirety, of the Plaintiff's monthly business and the inability to perform these services has been devastating to the Plaintiff's business income.

13.

Since Plaintiff's business is located in New Orleans, the Plaintiff was not only subject to the Orders issued by Governor Edwards but was also subject to the Executive Orders issued by New Orleans Mayor Latoya Cantrell. Mayor Cantrell's Orders for New Orleans were even more restrictive than Governor John Bell Edwards and required longer shut downs and more restrictive implementations on Plaintiff's business. Specifically, Mayor Cantrell issued restrictions on all full-service restaurants with seating to cease operations at certain times and to also restrict the capacity of restaurants beginning March 11, 2020, Orleans Mayoral Proclamation 2020.02602 . The capacity

of customers and the actual re-opening of businesses were severely impacted by the additional orders and restrictions placed on the plaintiff and the rest of the businesses located in New Orleans. These Orders issued by Mayor Cantrell lasted from March throughout 2020 and have even continued into 2021. As a result of the more restrictive orders placed upon the Plaintiff, the Plaintiff suffered losses that other parts of the State and Nation were not subjected to as a result of the Mayors Executive Orders. Many staples of the New Orleans community were forced to close and are set to never re-open.

14.

In addition to the already restrictive Orders, Mayor Cantrell Ordered the Mardi Gras Holiday to be cancelled and also mandated all local bars and restaurants closed from February 12 through February 19 2021 (Orleans Mayoral Proclamation 2020.02602). The significance of this order is that during the Mardi Gras Holiday, businesses in the hospitality industry were ordered close and lost out on the potential to make hundreds of thousands of dollars if not millions during this time.

15.

In anticipation of a situation like this accruing, the Plaintiff, like countless other businesses, prepared by purchasing an "all risk" property insurance policy from the Defendant.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

16.

The Policy purchased by the Plaintiff was supposed to cover all "risks of direct physical loss" unless the loss was explicitly excluded.

17.

As set forth below, the Policy also provides coverage for:

Business Income

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 damage to property at premises which are described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss.

Extra Expense

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- (2) Minimize the "suspension" of business if you cannot continue "operations". We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form

Civil Authority

In this Additional Coverage, Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations. When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and

(2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

18.

On December 15, 2020, in response to Plaintiff's notices of claim, Defendant denied coverage and refused to cover Plaintiff's losses.

19.

Defendant's denial has caused material harm to Plaintiff by refusing coverage under the Policy.

20.

Plaintiff seeks to recover compensatory damages for breach of contract, as well as declaratory and injunctive relief.

FACTUAL BACKGROUND

21.

On March 11, 2020, Governor of Louisiana, John Bell Edwards instituted an Executive Order which Proclamation Number 25 JBE 2020 called for the shutdown of all non essential businesses. The Governor's proclamation was extended multiple times until May of 2020 and eventually into June of 2020. Also during the same time Orleans Mayoral Proclamation 2020.02602 increased restrictions on the Plaintiff ordering the closures of all restaurants like Plaintiff's.

22.

As of May 11, 2020, at least 42 states and countless local governments have issued substantially similar directives. The purpose of these orders were to mitigate and slow the spread of COVID-19 regardless of whether the virus was present or not at any of the businesses affected facilities.

23.

In order to protect itself against risks like the Proclamation Number 25 JBE 2020 and Orleans Mayoral Proclamation 2020.02602, Plaintiff purchased an “all risk” Policy from the Defendant. The Policy was in effect at the time of the issuance of Proclamation Number 25 JBE 2020 09 and Orleans Mayoral Proclamation 2020.02602 remains in effect today. Plaintiff paid all premiums required by the Policy.

24.

Plaintiff is the Named Insured under their respective Policy.

25.

Defendant is the effective and liable insurer of the aforementioned Policy.

26.

Generally, under property insurance policies, similar to the one issued by the Defendant to Plaintiff, the insuring agreements provides coverage for all risks of physical loss or damage to property, unless specifically excluded.

27.

The Policy is an "all-risk" policy. The Policy covers all "risks of direct physical loss unless the loss unless it is excluded or otherwise limited".

A. Coverage:

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

28.

Defendant is obligated to pay for actual loss of "Business Income" sustained due to direct “physical loss of or physical damage” to the Plaintiff’s facility. Plaintiff has suffered lost business

income because it has reduced the operations of its business due to Proclamation Number 25 JBE 2020.

Business Income

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 damage to property at premises which are described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss.

29.

Defendant also agreed to provide coverage from an interruption to business caused by an order from a "Civil Authority." Specifically, Defendant agreed to pay for "actual loss of business income" when access to the covered property is prohibited by order of civil authority. Access has been restricted to the Plaintiff's property due to Proclamation Number 25 JBE 2020 by prohibiting non emergency procedures.

Civil Authority

In this Additional Coverage, Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations. When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

(1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and

(2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

30.

Defendant also agreed to pay for "Extra Expense". Extra Expenses are costs that you reasonably incur during the restoration period. Plaintiff has suffered Extra Expenses because of Proclamation Number 25 JBE 2020 in which Plaintiff's facility had to restrict access as a result and in response to re open had to add sanitation stations, reduce the amount of tables and increase frequency in cleanings which resulted in increased purchases of cleaning supplies.

Extra Expense

We will pay Extra Expense (other than the expense to repair or replace property) to:

(1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.

(2) Minimize the "suspension" of business if you cannot continue "operations". We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form 30.

The Governor's issuance of Proclamation Number 25 JBE 2020 triggered these provisions in the Policy provided by the Defendant. Specifically, Plaintiff's full operations have been largely suspended, and has lost revenue and business opportunities.

31.

Plaintiff submitted claims to Defendant for coverage under the Policy, but Defendant has denied Plaintiff's claims. Defendant asserts that no "direct physical loss" occurred to the insured property nor did Proclamation Number 25 JBE 2020 cause a loss that is covered under the Plaintiff's policy. However, when a term in an insurance policy is ambiguous or has more than one meaning in Texas that term is construed in favor of the insured not the insurer. In this situation the term "direct physical loss of" is ambiguous as it is not defined in the policy and the use of the word "of"

allows for one to interpret the policy as the loss of the ability to use the insured property for the intended use or purpose. Defendant could have modified the Plaintiff's policy before execution and simply replaced the word "of" with the word "to". However the defendant did not do this but instead continued using the word "of" creating ambiguity and the belief that if the Plaintiff lost the ability to use their facility for its desired the Plaintiff would be covered. The policy states that coverage will apply when a "direct physical loss of" the insured property occurs. The plaintiff in this situation was prohibited from the use of their business except for essential procedures, which is a "direct physical loss of" the insured property and why the Plaintiff's purchased this policy.

32.

Insurance companies, like the defendant, often argue that the terms "loss" and "damage" are synonymous and can be used interchangeable to try and negate the use of the word "or". The terms 'loss' or 'damage,' as used in insurance policies, are not necessarily synonymous. A 'loss' under the property coverage of a homeowners' policy is incurred by an insured and typically, but not always, follows 'damage' to the insured property. Physical damage is only one cause of 'physical loss' of property; for example, a person can suffer the physical loss of property through theft, without any actual physical damage to the property. *Mangerchine v. Reaves*, 2010 1052 (La. App. 1st Cir. 03/25/11), 63 So. 3d 1049, 1056, 2011 La. App. LEXIS 354, (emphasis added, internal citations omitted). As stated in *Mangerchine v. Reaves*, loss and damage do not necessarily mean the same as one can suffer a loss without damage. The plaintiff in this case suffered loss of revenue and loss of access to his building which is covered under the policy he bought from the defendant and which the policy itself was drafted by the defendant using the defendant's own terms.

COUNT I:
DECLARATORY AND INJUNCTIVE RELIEF - BUSINESS INCOME

33.

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

34.

Louisiana Code of Civil Procedure Articles 1871, et seq, entitles this Court to declare the rights and other legal relations of the parties to this dispute.

35.

An actual controversy has arisen and now exists between the Plaintiff, on the one hand, and Defendant, on the other hand, concerning the respective rights and duties of the parties under the Policy. The Plaintiff requested coverage related losses they sustained because of Proclamation Number 25 JBE 2020 . Specifically, the Plaintiff is asserting a claim through the policy provided by the Defendant which contains recovery options through Civil Authority, Business Income Loss and Extra Expenses provisions. The Defendant was sent a letter asserting a claim through its registered agent. Defendant responded with a letter denying coverage. Moreover, upon information and belief, Defendant has refused other similar claims, claiming that these types of claims for Business Income are not covered by this Policy.

36.

Plaintiff contends that Defendant has breached the Policy in the following respects:

- a. Plaintiff has Suffered Losses covered by the Business Income coverage.
- b. Defendant is obligated to pay Plaintiff for those losses.
- c. Defendant has failed to pay Plaintiff for those losses.

37.

Plaintiff therefore seeks a declaration of the parties' respective rights and duties under the Policy and request the Court declare the aforementioned conduct of Defendant unlawful and in material breach of the policy so that future controversies may be avoided.

38.

Pursuant to a declaration of the parties' respective rights and duties under the policy, Plaintiff further seeks an injunction enjoining Defendant:

- (1) from continuing to engage in conduct in breach of the Policy in regards to coverage decisions under the Business Income Coverage Extension; and
- (2) ordering Defendant to comply with the terms of the Policy in regards to coverage decisions.

COUNT II:
BREACH OF CONTRACT - BUSINESS INCOME

39.

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

40.

Plaintiff purchased property coverage policy from Defendant.

41.

The Policy is valid and an enforceable contract between the Defendant and Plaintiff.

42.

Louisiana Code of Civil Procedure Articles 1871, et seq, entitles this Court to declare the rights and other legal relations of the parties to this dispute.

43.

Plaintiff has sustained a loss under the Business Income coverage in the Policy arising from the implementation of Proclamation Number 25 JBE 2020.

44.

Defendant has not agreed to pay the claim for Business Income or requested a proof of loss and has denied coverage.

45.

Defendant has denied claims for Business Income related to Proclamation Number 25 JBE 2020 , which is in breach of the policy.

46.

As a direct and proximate result of Defendant's breaches, Plaintiff has sustained damages in an amount to be determined at trial.

COUNT III:
DECLARATORY AND INJUNCTIVE RELIEF - CIVIL AUTHORITY

47.

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

48.

Louisiana Code of Civil Procedure Articles 1871, et seq, entitles this Court to declare the rights and other legal relations of the parties to this dispute.

49.

Plaintiff contends that Defendant has breached the Policy in the following respects:

- a. Plaintiff has suffered losses covered by the Civil Authority coverage in the policy.
- b. Defendant is obligated to pay Plaintiff for those losses.

c. Defendant has failed to pay Plaintiff for those losses.

50.

Plaintiff therefore seeks a declaration of the parties' respective rights and duties under the Policy and requests the Court declare the aforementioned conduct of Defendant unlawful and in material breach of the policy so that future controversies may be avoided.

51.

Pursuant to a declaration of the parties' respective rights and duties under the policy, Plaintiff further seeks an injunction enjoining Defendant (1) from continuing to engage in conduct in breach of the Policy in regards to coverage decisions under the Civil Authority coverage in the Policy; and (2) ordering Defendant to comply with the terms of the Policy in regards to coverage decisions.

COUNT IV:
BREACH OF CONTRACT - CIVIL AUTHORITY

52.

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

53.

Louisiana Code of Civil Procedure Articles 1871, et seq, entitles this Court to declare the rights and other legal relations of the parties to this dispute.

54.

The Policy is valid and an enforceable contract between the Defendant and Plaintiff.

55.

Plaintiff therefore seeks a declaration of the parties' respective rights and duties under the Policy and requests the Court declare the aforementioned conduct of Defendant unlawful and in material breach of the policy so that future controversies may be avoided.

56.

Plaintiff has sustained a loss under the Civil Authority coverage in the Policy arising from Proclamation Number 25 JBE 2020.

57.

Defendant has not agreed to pay the claim for Civil Authority or requested a proof of loss.

58.

Defendant has denied claims for recovery under the Civil Authority coverage in the Policy related to Proclamation Number 25 JBE 2020 on a uniform basis, in breach of the Policy.

59.

As a direct and proximate result of Defendant's breaches, Plaintiff has sustained damages in an amount to be determined at trial.

COUNT V:
DECLARATORY AND INJUNCTIVE RELIEF - EXTRA EXPENSE

60.

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

61.

Louisiana Code of Civil Procedure Articles 1871, et seq, entitles this Court to declare the rights and other legal relations of the parties to this dispute.

62.

An actual controversy has arisen and now exists between Plaintiff, on the one hand, and Defendant, on the other hand, concerning the respective rights and duties of the parties under the Policy.

63.

Plaintiff contends that Defendant has breached the Policy in the following respects:

- a. Plaintiff has suffered losses covered by the Extra Expense coverage in the Policy.
- b. Defendant is obligated to pay Plaintiff for those losses.
- c. Defendant has failed to pay Plaintiff for those losses.

64.

Plaintiff therefore seeks a declaration of the parties' respective rights and duties under the Policy and requests the Court declare the aforementioned conduct of Defendant unlawful and in material breach of the policy so that future controversies may be avoided.

65.

Pursuant to a declaration of the parties' respective rights and duties under the policy, Plaintiff further seeks an injunction enjoining Defendant (1) from continuing to engage in conduct in breach of the Policy in regards to coverage decisions under the Extra Expense coverage in the Policy; and (2) ordering Defendant to comply with the terms of the Policy in regards to coverage decisions.

COUNT VI:
BREACH OF CONTRACT - EXTRA EXPENSE

66.

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

67.

Louisiana Code of Civil Procedure Articles 1871, et seq, entitles this Court to declare the rights and other legal relations of the parties to this dispute.

68.

The Policy is valid and an enforceable contract between the Defendant and Plaintiff.

69.

Plaintiff therefore seeks a declaration of the parties' respective rights and duties under the Policy and requests the Court declare the aforementioned conduct of Defendant unlawful and in material breach of the policy so that future controversies may be avoided.

70.

Plaintiff has sustained a loss under the Extra Expense coverage in the Policy arising from Proclamation Number 25 JBE 2020.

71.

Defendant has not agreed to pay the claim for Extra Expense coverage or requested a proof of loss. Instead, Defendant has requested information not necessary to determine coverage.

72.

Defendant has denied claims for recovery under the Extra Expense coverage in the Policy related to the Proclamation Number 25 JBE 2020 on a uniform basis, in breach of the Policy.

73.

As a direct and proximate result of Defendant's breaches, Plaintiff has sustained damages in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests relief and judgment against Defendant as follows:

- a. For a judgment against Defendant for the causes of action alleged against it;
- b. For compensatory damages in an amount to be proven at trial;
- c. For a declaration that Defendant's conduct as alleged herein is unlawful and in material breach of the Policy;

- d. For appropriate injunctive relief, enjoining Defendant from continuing to engage in conduct related to the breach of the Policy;
- e. For pre-judgment and post-judgment interest at the maximum rate permitted by law;
- f. For Plaintiff attorney's fees;
- g. For Plaintiff costs incurred; and
- h. For such other relief in law or equity as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

Respectfully submitted:

BY: */s/ Jacob H. Hargett*
JOSEPH F. GAAR, JR. (#16927)
JASON M. WELBORN (#26548)
LUCAS S. COLLIGAN (#31671)
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ATTORNEYS FOR PLAINTIFF,
GRAND ISLE PARTNERS, LLC
D/B/A GRAND ISLE RESTAURANT

PLEASE SERVE:

**ASSURANT AND/OR
ASSURANT INSURANCE AGENCY, INC.**
Commissioner of Insurance
1702 North Third Street
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