

INDIANA COMMERCIAL COURT

STATE OF INDIANA
IN THE MARION SUPERIOR COURT

UNITED DENTAL CENTERS, LTD.,

Plaintiff,

v.

PACIFIC EMPLOYERS INSURANCE
COMPANY

Defendant.

CAUSE NO.

COMPLAINT AND REQUEST FOR JURY TRIAL

Plaintiff United Dental Centers, Ltd. (“UDC”), for its complaint against Defendant Pacific Employers Insurance Company (“Pacific Employers”), states as follows:

I.
Introduction

1. This is an insurance coverage action for declaratory relief and breach of contract against Pacific Employers. UDC seeks: (1) a declaration and judgment, pursuant to Indiana Rule of Trial Procedure 57 and the Indiana Declaratory Judgment Act, Indiana Code § 34-14-1 *et seq.*, confirming Pacific Employers’ obligation to pay UDC’s losses under a commercial property insurance policy on a claim arising from the natural disaster known as the COVID-19 pandemic; (2) actual and consequential damages arising from Pacific Employers’ breach of the policy; (3)

prejudgment and post-judgment interest; and (4) any and all other relief to which it may be entitled.

II. The Parties

2. UDC is an Illinois corporation with its principal office in Dyer, Indiana. UDC operates a dental practice at the insured locations located at (a) 1332 119th Street, Whiting, Indiana 46394; (b) 5254 Hohman Avenue, Hammond, Indiana 46320; (c) 5655 Harrison Street, Merrillville, Indiana 46410; and (d) 3540 118th Street, Chicago, Illinois 60617. UDC operated at a fifth insured location located at 18511 Torrence Avenue, Lansing, Illinois 60438 until 2021. These locations are collectively referred to as the “Insured Locations.”

3. Pacific Employers is a Pennsylvania insurance company doing business in Indiana.

III. Jurisdiction and Venue

4. This Court has jurisdiction over Pacific Employers under Trial Rules 4.4(A)(1) and (6) because it does business in Indiana, is licensed to do so, and sold a policy to UDC insuring property and risks within the State of Indiana.

5. Venue is appropriate in this Court pursuant to Rule 2 of the Commercial Court Rules because the gravamen of this lawsuit concerns disputes based on a commercial insurance contract.

IV.
Factual Circumstances

6. UDC has operated a general and family dentistry practice at the Insured Locations. UDC offers a variety of routine, non-emergency procedures to its patients, including cleanings and prevention, cosmetic dentistry, periodontal care, restorations, orthodontic care, and oral and maxillofacial surgery.

A. COVID-19 and the SARS-CoV-2 virus

7. In January 2020, the first known case of a U.S. resident infected by the novel SARS-CoV-2 coronavirus was reported in the state of Washington. SARS-CoV-2 quickly spread across the United States.

8. On March 6, 2020, Indiana Governor Eric Holcomb issued Executive Order 20-02 declaring the COVID-19 outbreak a disaster emergency for the State of Indiana.

9. On March 11, 2020, the World Health Organization (“WHO”) declared the illness caused by SARS-CoV-2, COVID-19 (Coronavirus Disease 2019), to be a global pandemic.

10. On March 13, 2020, the President of the United States declared a national emergency.

11. SARS-CoV-2 has an incubation period of 2-12 days, during which time it can be transmitted even before symptoms of COVID-19 develop. Symptoms often include fever, cough, shortness of breath, and, in severe cases, pneumonia and death.

12. SARS-CoV-2 is a coronavirus. It is a physical substance. It is visible under a microscope. It has mass.

13. SARS-CoV-2 is transmitted in multiple ways. When infected persons exhale, they project live virus particles into the environment. For example, those particles physically alter the chemical makeup of the air. Just as carbon monoxide physically alters the chemical makeup of the air making the air deadly, so too does the virus. Exhaled virus particles also adhere to, and alter, water molecules suspended in the air. Virus molecules also adhere to, and alter, porous and nonporous surfaces with which they come into contact. An uninfected person can contract the virus by inhaling the altered air. They can also contract the virus by touching an altered surface and then touching their eyes, nose, or mouth.

14. SARS-CoV-2 can survive outside the body suspended in the air and on surfaces for “much longer periods of time than generally considered possible.”¹ SARS-CoV-2 physically harms real and personal property, such as indoor air and surfaces, rendering that property dangerous to patients, staff, and visitors.

15. Scientific research concerning SARS-CoV-2 has evolved since the start of the pandemic. Originally, researchers concluded that the virus could survive on surfaces for periods ranging from hours to days, depending on the ambient environment and the type of surface.² More recent research shows that the virus can

¹ Shane Riddell, *The Effect of Temperature on Persistence of SARS-CoV-2 on Common Surfaces*, 17 VIROLOGY J. 145 (Oct. 7, 2020).

² N. van Doremalen, et al. *Aerosol and Surface Stability of HCoV-19 (SARS-CoV-2) Compared to SARS-CoV-1*, 382 NEW ENGL. J. MED. 1564-67 (Apr. 16, 2020); Boris Pastorino et al., *Prolonged Infectivity of SARS-CoV-2 in Fomites*, 26 EMERGING INFECTIOUS DISEASES 9 (Sept. 2020); G. Kampf et al., *Persistence of Coronaviruses on Inanimate Surfaces and Their Inactivation with Biocidal Agents*, 104 J. HOSP. INFECTION 3, 246-51 (Mar. 1, 2020).

survive for nearly a month at room temperature on a variety of surfaces, including glass, steel, vinyl, plastic, and paper.³

16. Similarly, researchers first thought that cleaning was highly effective in eliminating the virus from hard, nonporous surfaces. More recent quantitative studies have led the Centers for Disease Control and Prevention (“CDC”) to conclude, however, that “surface disinfection once- or twice-per-day had little impact on reducing estimated risks of virus transmission.”⁴ The SARS-CoV-2 virus “is much more resilient to cleaning than other respiratory viruses.”⁵ As an illustration, a 2021 study by the largest hospital network in New York State demonstrated that even after trained hospital staff disinfected treatment areas, much of the virus *still survived*.⁶

³ Minghui Yang et al., *SARS-CoV-2 Detected on Environmental Fomites for Both Asymptomatic and Symptomatic Patients with COVID-19*, 203 AM. J. RESPIRATORY & CRITICAL CARE MED. 3, 374-78 (Feb. 1, 2021).

⁴ *Science Brief: SARS-CoV-2 and Surface (Fomite) Transmission for Indoor Community Environments*, CDC (updated Apr. 5, 2021) (citing A. K. Pitol & T. R. Julian, *Community Transmission of SARS-CoV-2 by Fomites: Risks and Risk Reduction Strategies*, ENV'T SCI. & TECH. LETTERS (2020)), <https://www.cdc.gov/coronavirus/2019-ncov/more/science-and-research/surface-transmission.html> (last visited Sept. 3, 2021).

⁵ Nevio Cimolai, *Environmental and Decontamination Issues for Human Coronaviruses and Their Potential Surrogates*, 92 J. MED. VIROLOGY 11, 2498-510 (June 12, 2020).

⁶ Zarina Brune et al., *Effectiveness of SARS-CoV-2 Decontamination and Containment in a COVID-19 ICU*, 18 INT'L J. ENV'T RSCH. & PUB. HEALTH 5, 2479 (Mar. 3, 2021).

17. Moreover, there is significantly less data about the effect of cleaning on porous surfaces or textiles. The best science available suggests that cleaning is less effective on such surfaces.⁷

18. Because cleaning surfaces does not completely eliminate virus molecules, it can actually re-aerosolize them, or reintroduce them into the air and allow them to be inhaled and/or redeposit them onto surfaces where they reattach.

19. The indoor air is continuously harmed when an infected person breathes. Each breath can introduce more of the virus into the indoor air.

20. When SARS-CoV-2 travels through the air it can repeatedly land on and chemically attach to surfaces even after they have been cleaned. Such surfaces are thus continuously harmed, making that property physically unusable while SARS-CoV-2 exists on it or in the surrounding air physically altered by SARS-CoV-2.

21. SARS-CoV-2 physically alters both the surfaces and the air it comes into contact with.

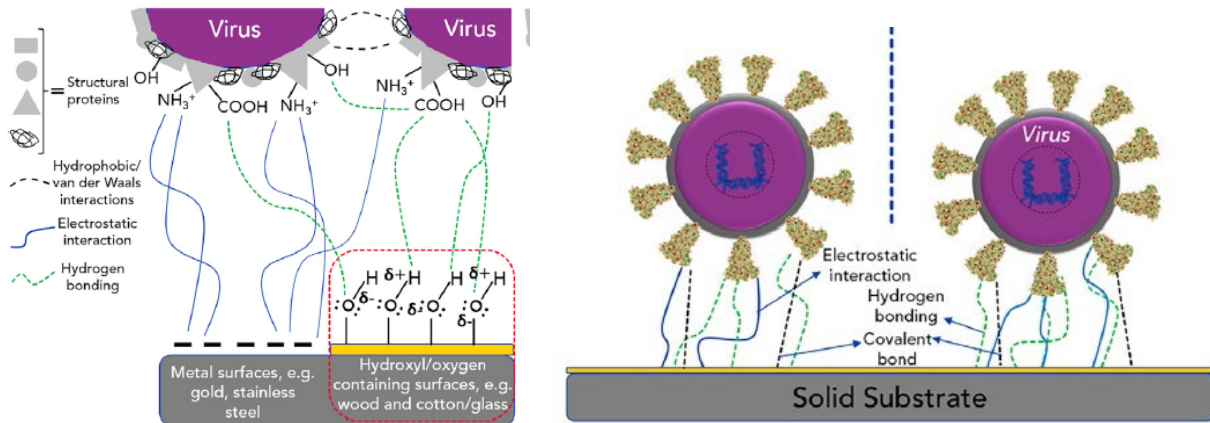
22. The virus physically and chemically alters the composition of many common surfaces, such as dental instruments and chairs at the Insured Locations.

23. The virus does not simply “rest” on a surface. In the language of surface chemistry, the virus “adsorbs” onto a surface through intermolecular electric

⁷ *E.g.*, V.A. Vicente, et al., *Environmental Detection of SARS-CoV-2 Virus RNA in Health Facilities in Brazil and a Systematic Review on Contamination Sources*. 18 INT’L J. ENV’T L RES. PUBLIC HEALTH 7, 3824 (Apr. 6, 2021) (finding that virus particles persisted on clothing worn by hospital employees).

interactions between the outer layer of the virus and the surface of a solid object. Those forces are described as “van der Waals” and “hydrogen bonding” forces.

24. The following figures illustrate these chemical bonds:



25. The virus does not disappear when it adsorbs onto a surface. The surface is fundamentally, materially different.⁸ Such a surface is infectious and can transmit the virus to those who touch a surface to which the virus has adsorbed.⁹

26. The virus also physically and chemically alters the air within a building or structure.

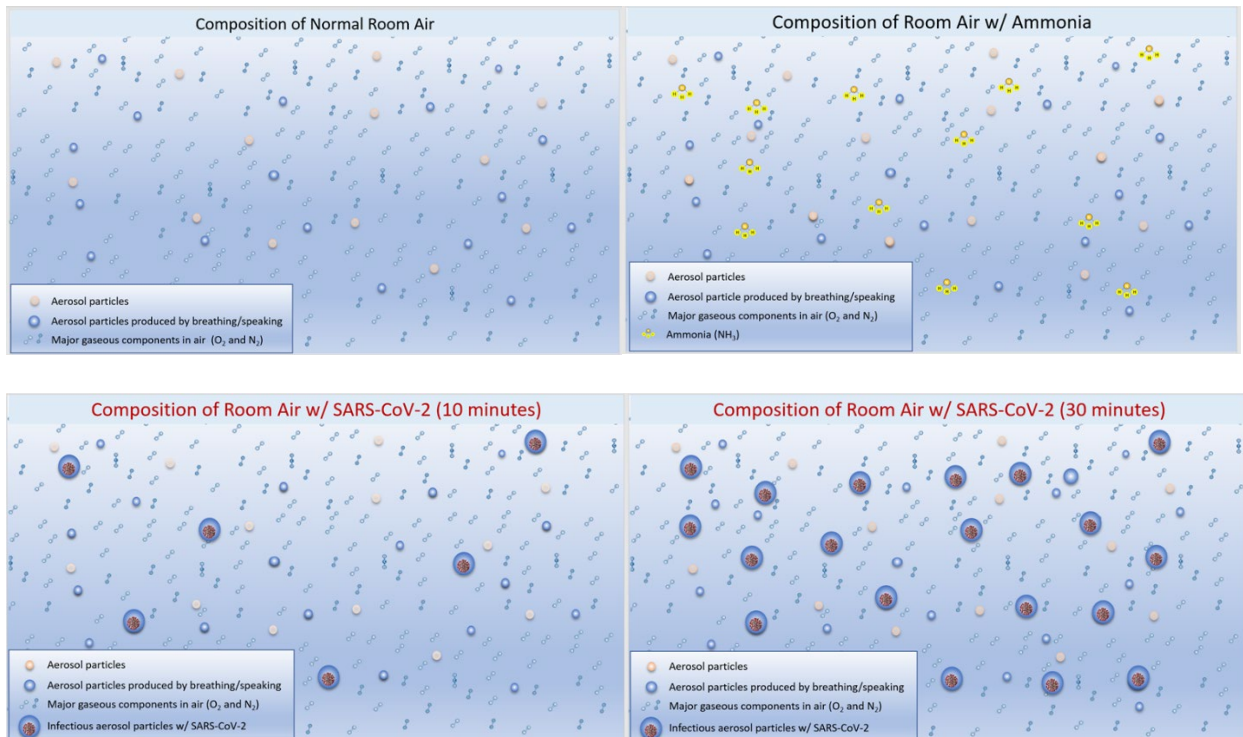
27. Indoor air is an integral component of any “building or structure.” There is an entire field of engineering dedicated to studying ventilation, air filtration, and indoor air quality. The American Society of Heating, Refrigeration, and Air-

⁸ See generally Joonaki, et al., *Surface Chemistry Can Unlock Drivers of Surface Stability of SARS-CoV-2 in a Variety of Environmental Conditions*, 6 CHEMISTRY 9, 2135-46 (Sept. 10, 2020); Kempf, et al., *Persistence of Coronaviruses on Inanimate Surfaces and their Inactivation with Biocidal Agents*, 104 J. HOSP. INFECTION 246, 251 (2020).

⁹ A. Meiksin, *Dynamics of COVID-19 Transmission Including Indirect Transmission Mechanisms: A Mathematical Analysis*, 148 EPIDEMIOLOGY & INFECTION e257, 1-7 (Oct. 23, 2020).

Conditioning Engineers (ASHRAE)¹⁰ dedicates considerable energy to establishing national standards on the subject. In Indiana, as in most states, ASHRAE standards are incorporated into state and local building codes.

28. The SARS-CoV-2 virus transforms the material content of the air in the same way that other harmful substances (like ammonia) alter the air:



29. Persistence of SARS-CoV-2 particles in the air is problematic for the same reasons as carbon monoxide or ammonia—it is dangerous for humans to inhale either substance.

30. The aerosol droplets carrying the virus are highly infectious and difficult to eliminate. Once exhaled, viral particles can remain suspended in the air “for

¹⁰ <https://www.ashrae.org/about>

indefinite periods of time unless removed by air currents or dilution ventilation.”¹¹
The particles generally travel between 20-30 feet simply by being exhaled.¹²

31. Standard ventilation systems will not fully capture the virus. Even if ultimately removed by advanced ventilation systems, however, virus particles can travel for dozens of meters and still remain infectious.¹³

32. Moreover, virologists have documented instances where the ventilation system itself causes viral particles to be transmitted, still infectious, from one space to another.¹⁴

33. These phenomena were poorly understood at the beginning of the pandemic. However, as “essential workers” returned to work in March/April 2020 and as some businesses were allowed to reopen, patterns emerged. People working in enclosed spaces with standard ventilation systems were infected, hospitalized, and killed by COVID-19 at a much higher rate than people in their surrounding

¹¹ Kevin P. Fennelly, *Particle Sizes of Infectious Aerosols: Implications for Infection Control*, 8 LANCET RESPIRATORY MED. 9, 914-24 (Sept. 1, 2020).

¹² *Id.*; Lydia Bourouiba, *Turbulent Gas Clouds and Respiratory Pathogen Emissions, Potential Implications for Reducing Transmission of COVID-19*, 323 JAMA 18, 1837-38 (Mar. 26, 2020).

¹³ Lisa Morawska & Donald K. Milton, *It is Time to Address Airborne Transmission of Coronavirus Disease 2019 (Covid-19)*, 71 CLINICAL INFECTIOUS DISEASES 9, 2311-13 (Dec. 3, 2020).

¹⁴ Zahra Noorimotlagh et al., *A Systematic Review of Possible Airborne Transmission of the COVID-19 Virus (SARS-CoV-2) in the Indoor Air Environment*, 193 ENV'T RSCH. 110612, 1-6 (Feb. 2021); Jianyun Lu et al., *COVID-19 Outbreak Associated with Air Conditioning in Restaurant, Guangzhou, China, 2020*, 26 EMERGING INFECTIOUS DISEASES 7 (July 2020); Keun-Sang Kwon et al., *Evidence of Long-Distance Droplet Transmission of SARS-CoV-2 by Direct Air Flow in a Restaurant in Korea*, 35 J. KOREAN MED. SCI. 46, e415 (Nov. 30, 2020).

communities not confined to such indoor spaces. For example, grocery-store workers tested positive at five times the rate as the general population, despite masking requirements.¹⁵ Essential workers accounted for 87% of excess deaths in California and over 60% in New York City.¹⁶ Nursing home residents and employees have accounted for at least 35% of all COVID-19 deaths in the United States.¹⁷ Similar findings have been reported across other sectors, including correctional officials and factory workers.¹⁸ The common element in each of these—the virus physically altered the air in buildings and structures.

34. These discoveries prompted the CDC to warn against the risks of indoor activities in spaces with “inadequate ventilation.”¹⁹ In the CDC’s view, “adequate

¹⁵ Joanna Gaitens et al., *COVID-19 and Essential Workers: A Narrative Review of Health Outcomes and Moral Injury*, 18 INT’L J. ENV’T RSCH. PUB. HEALTH 4, 1446 (Feb. 4, 2021); Fan-Yun Lan et al., *Association Between SARS-CoV-2 Infection, Exposure Risk and Mental Health Among a Cohort of Essential Retail Workers in the USA*, 78 OCCUPATIONAL ENV’T MED. 237-43 (Oct. 30, 2020).

¹⁶ Yea-Hung Chen et al., *Excess Mortality Associated with the COVID-19 Pandemic Among Californians 18-65 Years of Age, by Occupational Sector and Occupation: March Through November 2020*, 16 PLOS ONE 6 (June 4, 2021), <https://pubmed.ncbi.nlm.nih.gov/34086762/>; *The Plight of Essential Workers During the COVID-19 Pandemic*, 395 LANCET 1587 (May 23, 2020).

¹⁷ Artis Curiskis et al., *Federal COVID Data 101: Working with CMS Nursing Home Data*, ATLANTIC (Mar. 4, 2021).

¹⁸ *Id.*

¹⁹ *Scientific Brief: SARS-CoV-2 Transmission*, CDC (updated May 7, 2021), www.cdc.gov/coronavirus/2019-ncov/science/science-briefs/sars-cov-2transmission.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fscience%2Fscience-briefs%2Fscientific-brief-sars-cov-2.html (last visited Sept. 3, 2021).

ventilation” is not just opening a window or flipping on the internal HVAC system.²⁰ Instead, it recommends substantial increases in airflow and adding air-filtration systems (such as high-efficiency particulate air, or “HEPA” systems).²¹

35. ASHRAE, sharing those concerns, has made similar technical recommendations. First, facilities need to increase the rate at which the indoor air is expelled from the building and replaced with fresh, outdoor air. Second, although the standard HEPA systems are helpful, they capture only 15% of small viral particles and 50% of larger particles. More effective “MERV-13” filters and ionization devices—uncommon in most buildings—increase safety, but only eliminating 66% of small particles and 92% of larger particles. Plus, these systems are expensive, both in terms of their physical components and in the extra electricity needed to power them.

B. State and Local Responses to COVID-19.

36. In an attempt to mitigate the spread of COVID-19, national, state, and local civil authorities have issued various orders ordering people to stay at home and restricting entities from operating (collectively, the “Orders”).

37. On March 6, 2020, Indiana Governor Eric Holcomb issued Executive Order 20-02 declaring the COVID-19 outbreak a disaster emergency for the State of Indiana.

²⁰ *Ventilation in Buildings*, CDC (updated June 2, 2021), www.cdc.gov/coronavirus/2019-ncov/community/ventilation.html#:~:text=HEPA%20filters%20are%20even%20more,with%20SARS%2DCoV%2D2 (last visited Sept. 3, 2021).

²¹ *Id.*

38. On March 23, 2020, Governor Holcomb issued Executive Order 20-08 which ordered individuals living in Indiana to stay at home through at least April 6, 2020, with limited exceptions. Governor Holcomb extended the stay-home order through May 1, 2020.

39. On March 30, 2020, Governor Holcomb issued Executive Order 20-13 which directed that all elective and non-urgent surgical and invasive procedures by dentists and dental facilities be canceled or postponed beginning April 1, 2020 to help preserve personal protective equipment (“PPE”) for health care providers who are battling the COVID-19 pandemic.

40. On April 24, 2020, Governor Holcomb issued Executive Order 20-24 which ordered that dentists and dental facilities may resume elective procedures on April 26, 2020 so long as they have adopted policies and best practices that protect patients, physicians, and staff against COVID-19 and also have sufficient quantities of PPE.

41. On March 9, 2020, Illinois Governor J.B. Pritzker issued a Gubernatorial Disaster Proclamation declaring the COVID-19 outbreak a public health emergency and a disaster for the State of Illinois.

42. On March 17, 2020, the Illinois Department of Public Health (“IDPH”) ordered dental offices to postpone elective procedures, surgeries, and non-urgent visits. The IDPH stated that the measure supports recommendation to stay at home and conserves PPE for urgent procedures and front-line health care workers. The IDPH allowed dental office to resume routine care on May 11, 2020.

43. On March 20, 2020, Governor Pritzker issued Executive Order 2020-10 which ordered individuals living in Illinois to stay at home through at least April 7, 2020, with limited exceptions. Governor Pritzker extended the stay-home order through May 29, 2020.

44. These Orders were issued in response to the presence of the SARS-CoV-2 virus in Indiana and Illinois, including property owned (and not owned) by UDC.

45. The Orders restricted or prohibited access to property not insured by Pacific Employers' policy.

46. The explicit intent and effect of these Orders were to partially or totally prohibit access to the Insured Locations.

C. UDC's Response to COVID-19

47. The pandemic, the existence of the virus in and/or on the property's indoor air and/or surfaces, and/or these Orders have required UDC to partially or totally close its Insured Locations or limit their occupancy, causing UDC to sustain losses and damages.

48. UDC has confirmed the presence of SARS-CoV-2 at the Insured Locations. UDC is aware of approximately one dozen confirmed cases of COVID-19 among its employees who were working at the Insured Locations before they knew they were infected.

49. A study conducted in April 2020 by researchers at the Indiana University Fairbanks School of Public Health established that the prevalence of SARS-CoV-2 in the counties close to Chicago was at a minimum 5%.²²

50. As illustrated by the scientific studies detailed above, the presence of SARS-CoV-2 has physically altered the indoor air and surfaces in the Insured Locations, damaging them and rendering them unsafe, uninhabitable, and/or unsuitable for their intended purposes. This resulted in an interruption of UDC's operations.

51. UDC has had to modify the physical use of its Insured Locations by employees and patients through social distancing, avoiding confined indoor spaces, and avoiding gatherings in order to reduce the impact and transmission of SARS-CoV-2.

52. UDC has had to modify its operations to mitigate the impact of SARS-CoV-2's physical presence on surfaces (such as dental equipment, office furniture, door handles, and numerous other places) and in indoor air within the Insured Locations, including but not limited to the physical alteration of spaces and the disinfection of surfaces.

53. SARS-CoV-2 has caused UDC to sustain losses and damages, including, but not limited to, losses and damages associated with the shutdown of its dental practices.

²² See <https://www.pnas.org/content/118/5/e2013906118>.

V.
The Policy

54. Pacific Employers sold UDC a commercial insurance policy, Policy No. D52718892, with an effective date of April 13, 2019 through April 13, 2020 (the “Policy”). A true and accurate copy of the Policy is attached as **Exhibit 1**.

55. UDC has paid all required premiums and performed all conditions precedent for obtaining coverage under the Policy.

56. UDC timely notified Pacific Employers of the loss on September 9, 2020 under Claim Number KY20K2754378.

57. On October 16, 2020, Pacific Employers informed UDC that it was denying the claim because “[t]here is no information supporting any direct physical loss or damage has occurred that caused such orders to be issued.” Pacific Employers also cited the Policy’s following exclusion: “We will not pay for loss or damage caused directly or indirectly by . . . [a]ny virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease” (the “Exclusion”). A true and accurate copy of Pacific Employers’ denial letter is attached as **Exhibit 2**.

58. Pacific Employers wrongly denied UDC’s claim. A reasonable policyholder expects coverage for loss of use of physical property for its intended purpose because “physical loss” is different than “physical damage” in the Policy’s insuring agreement.

59. Courts have found that “physical loss” language is ambiguous and that this language does not require policyholders to show physical alteration to their property.

60. The insurance industry has acknowledged that the existence of the virus on surfaces constitutes a covered cause of loss that triggers business income coverage.

61. Moreover, even if physical alteration of some kind was required under the Policy, as discussed above, SARS-CoV-2 has physically altered and damaged the indoor air and surfaces of the Insured Locations. SARS-CoV-2 has also physically altered and damaged property not owned by UDC in places surrounding the Insured Locations.

62. The policy imposes a 72-hour waiting period, or a time-limit deductible for short-term losses.

63. Given Pacific Employers’ use of this deductible, it concedes that short-term direct physical loss or direct physical damage does trigger its policy.

64. The Policy provides several coverages for UDC’s losses, including, but not limited to, Building, Personal Property, Business Income, Extra Expense, and Civil Authority coverages.

65. The Exclusion cited by Pacific Employers’ denial letter does not bar coverage. Among other things, an endorsement to the Policy, the “Absolute Pollution Exclusion—Property”—in essence, the same pollution exclusion that the Indiana Supreme Court has held, four times, to be ambiguous and unenforceable— states that it “supersedes” all other terms and conditions of the Policy, which would include the

Exclusion. Under Indiana law, any ambiguity on that point must be resolved in favor of UDC. Moreover, there is no virus exclusion like the Exclusion included among the list of exclusions specifically applicable UDC's Business Income and Extra Expense coverage. The more specific controls the general, and the Exclusion does not apply for that reason, too.

VI. Causes of Action

Count 1: Declaratory Relief Against Pacific Employers

66. UDC incorporates by reference the above Paragraphs.

67. An actual controversy exists as to the scope of UDC's rights and Pacific Employers' obligations under the Policy.

68. Multiple coverage provisions yield coverage for UDC's losses under the Policy. For example, the coverage grant of the Business Income portion of the Policy states:

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 the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss.

Ex. 1 at PDF p. 38.

69. UDC has suffered a loss of "Business Income," among other losses, that is covered by the terms of the Policy.

70. Pacific Employers' refusal to pay these losses has damaged, and will continue to damage, UDC as long as the losses continue and remain unpaid.

71. This declaratory judgment action is necessary and useful in determining all of the rights and responsibilities of the parties.

72. Pursuant to Indiana Code § 34-14-1-1 and Rule 57 of the Indiana Rules of Trial Procedure, UDC is entitled to declaratory relief establishing that the losses UDC has suffered are covered by the Policy.

Count 2: Breach of Contract Against Pacific Employers

73. UDC incorporates by reference the above Paragraphs.

74. The Policy obligates Pacific Employers to pay for the losses suffered by UDC.

75. Pacific Employers' denial of UDC's claim and refusal to pay these losses is a breach of its obligations to UDC under the Policy.

76. As a result of Pacific Employers' breach, UDC has incurred, and will continue to incur, substantial costs, expenses, and losses related to the COVID-19 pandemic.

77. UDC is entitled to damages equal to the costs that have been, and will be, incurred as a result of the losses, consequential damages arising from Pacific Employers' breach, and prejudgment and post-judgment interest on all such costs or expenses.

PRAYER FOR RELIEF

WHEREFORE, UDC requests that the Court enter judgment against Pacific Employers and in favor of UDC:

A. declaring that UDC's losses are covered under the terms of the Policy;

B. ordering Pacific Employers to pay UDC all amounts owed pursuant to the terms of the Policy;

C. finding Pacific Employers in breach of its obligations under the Policy and requiring Pacific Employers to pay UDC the full amount of its losses, plus prejudgment and post-judgment interest; and

D. awarding UDC all other compensatory, consequential, and other damages to which it may be entitled, including but not limited to the attorneys' fees and expenses incurred in bringing this action, and all other and further relief as this Court may deem proper.

Respectfully submitted,

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REQUEST FOR JURY TRIAL

Plaintiff United Dental Centers, Ltd. demands a trial by jury for all issues so triable.

Respectfully submitted,

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