

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR MANATEE COUNTY, STATE OF FLORIDA
GENERAL CIVIL LAW DIVISION**

ANNA MARIA BEACH RESORT LLC f/k/a
BLUE WATER RESORT AMI LLC d/b/a BLUE
WATER BEACH CLUB LTD.,

CASE NO.:

Plaintiff,

DIVISION:

vs.

MT. HAWLEY INSURANCE COMPANY,

Defendant.

COMPLAINT

PLAINTIFF, ANNA MARIA BEACH RESORT LLC f/k/a BLUE WATER RESORT
AMI LLC d/b/a BLUE WATER BEACH CLUB LTD., by and through its undersigned counsel,
herby files, this Complaint against Defendant, MT. HAWLEY INSURANCE COMPANY (“Mt.
Hawley”) and alleges as follows:

1. This is an action for declaratory judgment.
2. The amount in controversy exceeds Thirty Thousand Dollars (\$30,000.00), exclusive of fees, taxable costs, and interest.
3. Plaintiff is a vacation home rental corporation with its principal place of business in Manatee County, Florida.
4. Mt. Hawley is a foreign insurance company authorized to and conducting business in Manatee County, Florida.
5. Mt. Hawley issued two insurance policies for the premises located at 3606 Gulf Drive, Holmes Beach, Florida 34217, bearing policy number MPC0601743 and MPC0602373, respectively (collectively “the Policies”). Copies of the Policies are attached hereto as Exhibit A

and Exhibit B, respectively.

6. While the Policies were in full force and effect, Plaintiff timely presented a claim for all payments due under the Policies resulting from lost rental income, remediation costs, civil authority closings, and all other insured damages arising from the business impact of the Novel Coronavirus (“Virus”) and associated disease, COVID-19.

7. The actual or reasonably possible physical presence of the Virus at or on the insured premises and personal property renders the insured’s use as a vacation home rental unreasonably dangerous under the prevailing scientific community’s knowledge rendering a complete or partial loss of the use of the insured property and causes “direct physical loss or damage to” the insured premises and personality, as those terms are used in the Policies.

8. Mt. Hawley, however, has denied Plaintiff’s claim for benefits, asserting that there has not been a covered loss.

9. Plaintiff has at all times complied with and performed all of the covenants, conditions and obligations that Plaintiff was required to perform under the insurance contracts; additionally, and alternatively, any covenants, conditions and obligations not performed by Plaintiff have been waived.

10. Plaintiff has employed the undersigned law firm to represent it in this action and has agreed to pay it a reasonable fee for its services.

Count I - Declaratory Judgment

11. Plaintiff re-alleges and reasserts the allegations set forth in Paragraphs 1 through 10 as if fully set forth herein.

12. The parties’ disagreement over whether coverage exists for the loss arises out of differing constructions of the Policies.

13. Plaintiff asserts the loss is covered under the Policies, while Mt. Hawley asserts that the loss is not covered under the Policies and continues to deny coverage.

14. The refusal of Mt. Hawley to cover the loss has placed Plaintiff in doubt of its rights under the Policies, and there exists a present and actual controversy capable of judicial resolution.

WHEREFORE, for the foregoing reasons, PLAINTIFF, ANNA MARIA BEACH RESORT LLC f/k/a BLUE WATER RESORT AMI LLC d/b/a BLUE WATER BEACH CLUB LTD., respectfully requests the Court to enter judgment in its favor and against DEFENDANT, MT. HAWLEY INSURANCE COMPANY, declaring that:

- a. The actual or possible presence of the Virus at or on the insured premises or personalty meet the Policies' "direct physical loss or damage to property" language;
- b. The Policies affords coverage for loss of income and other benefits set forth by the applicable terms and condition of the Policies;
- c. Plaintiff is entitled to an award of attorney's fees as the prevailing party in this cause of action; and
- d. Such other and further relief as this court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on all issues so triable.

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