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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

11 BENYAMINY AND KASHANI DENTAL  
 12 CORP., a California Corporation; CALVIN K.  
 13 YANG, DDS & NICK K. NGUYEN, DDS;  
 14 DANIEL F. TEBBI, D.M.D., INC., a California  
 Corporation; EDWIN PAPAIZIAN, DDS, INC., a  
 California Corporation; FARNOUSH FADAVI,  
 D.M.D., INC., a California Corporation

15 Plaintiffs,

16 vs.

17 THE DENTISTS INSURANCE COMPANY, a  
 18 California Corporation; and DOES 1 through 50,  
 inclusive,

19 Defendants.

Case No.: 21STCV28681

UNLIMITED CIVIL

**COMPLAINT**

1. **BREACH OF CONTRACT;**
2. **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING;**
3. **BAD FAITH DENIAL OF INSURANCE CLAIM;**
4. **UNFAIR BUSINESS PRACTICES UNDER BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.;**
5. **UNJUST ENRICHMENT;**
6. **DECLARATORY RELIEF;**
7. **INJUNCTIVE RELIEF;**
8. **NEGLIGENCE; and**
9. **NEGLIGENT MISREPRESENTATION**

**DEMAND FOR JURY TRIAL**

24 Plaintiffs, BENYAMINY AND KASHANI DENTAL CORP.; CALVIN K. YANG,  
 25 DDS & NICK K. NGUYEN, DDS; DANIEL F. TEBBI, D.M.D., INC.; EDWIN PAPAIZIAN,  
 26 DDS, INC.; FARNOUSH FADAVI, D.M.D., INC. (hereinafter referred to as "PLAINTIFFS")  
 27 complain against the above-named Defendant, THE DENTISTS INSURANCE COMPANY  
 28 (hereinafter referred to as "DEFENDANT") and allege based on personal knowledge as to acts

and events taking place in their presence or upon information and belief as to all other acts as follows:

### **NATURE OF THE ACTION**

1. Plaintiffs purchased commercial property insurance policies to protect against losses resulting from catastrophic events, such as the current unforeseen COVID-19 pandemic. Plaintiffs reasonably believed that their policies, which included business interruption coverage, would help protect their businesses in the unlikely event the government ever ordered them to stop or severely restrict operations.

2. Plaintiffs purchased, timely paid all premiums, and performed all duties required of them to be performed under the insurance policies (collectively the “policies”).

3. In breach of the insurance obligations that Defendant undertook in exchange for receipt of Plaintiffs’ premium payments, Defendants denied Plaintiffs’ insurance claims arising from the interruptions of Plaintiffs’ business caused by the closure orders<sup>1</sup>. The denial of these claims was notwithstanding the plain language of the policies, which provide coverage for such losses, and they did so fraudulently in violation of California law.

### **PARTIES**

#### **A. Plaintiffs**

4. Plaintiff, BENYAMINY AND KASHANI DENTAL CORP., is a California Corporation with its principal place of business in the City of Northridge, and County of Los Angeles. Plaintiff purchased Policy Number 648594024 from Defendant, THE DENTISTS INSURANCE COMPANY. *(Attached hereto as **Exhibit A** is the full commercial policy. The language contained within remains consistent throughout all of the policies purchased by Plaintiffs. Accordingly, due to the voluminous nature of these policies, and for purposes of brevity, Plaintiffs incorporate by reference the language contained in the commercial policy attached as Exhibit A, and will provide their Declaration pages demonstrating proof of insurance. Plaintiff, BENYAMINY AND KASHANI DENTAL CORP.’S declaration page is attached hereto as **EXHIBIT B**).*

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<sup>1</sup> Discussed in great detail under “The COVID-19 Pandemic and Closure Orders,” below.

1           5. Plaintiff, CALVIN K. YANG, DDS & NICK K. NGUYEN, DDS, has its principal place  
2 of business in the City of Aliso Viejo, and County of Orange. Plaintiff purchased Policy Number  
3 CA062820-6-02 from Defendant, THE DENTISTS INSURANCE COMPANY. (*Plaintiff,*  
4 *CALVIN K. YANG, DDS & NICK K. NGUYEN, DDS'S declaration page is attached hereto as*  
5 ***EXHIBIT C***).

6           6. Plaintiff, DANIEL F. TEBBI, D.M.D., INC., is a California Corporation with its principal  
7 place of business in the City of Encino, and County of Los Angeles. Plaintiff purchased Policy  
8 Number CA074587-7-C3 from Defendant, THE DENTISTS INSURANCE COMPANY.  
9 (*Plaintiff, DANIEL F. TEBBI, D.M.D., INC. 'S declaration page is attached hereto as EXHIBIT*  
10 ***D***).

11           7. Plaintiff, EDWIN PAPAIZIAN, DDS, INC., is a California Corporation with its principal  
12 place of business in the City of Winnetka, and County of Los Angeles. Plaintiff purchased Policy  
13 Number CA068200-5-C3 from Defendant, THE DENTISTS INSURANCE COMPANY.  
14 (*Plaintiff, EDWIN PAPAIZIAN, DDS, INC. 'S declaration page is attached hereto as EXHIBIT E*).

15           8. Plaintiff, FARNOUSH FADAVI, D.M.D., INC., is a California Corporation with its  
16 principal place of business in the City of Seal Beach, and County of Orange. Plaintiff purchased  
17 Policy Number CA032199-2-C3 from Defendant, THE DENTISTS INSURANCE COMPANY.  
18 (*Plaintiff, FARNOUSH FADAVI, D.M.D., INC. 'S declaration page is attached hereto as*  
19 ***EXHIBIT F***).

20           **B. Defendants**

21           9. Plaintiffs are informed and believe, and based thereon allege, that Defendant, THE  
22 DENTISTS INSURANCE COMPANY, is a California Corporation with its principal place of  
23 business at 1201 K Street, 17<sup>th</sup> Floor, Sacramento, CA 95814. At all times relevant to the  
24 allegations contained herein, it was conducting business as an insurer in the State of California.

25           10. The true names or capacities, whether individual, corporate, associate, or otherwise, of  
26 defendants DOES 1 through 50, inclusive, are unknown to Plaintiffs, who therefore sues said  
27 defendants by such fictitious names. Plaintiffs are informed and believe and based on such  
28 information and belief allege that each of the defendants sued herein as a DOE is legally

1 responsible in some manner for the events and happenings referred to herein, and will ask leave of  
2 this Court to amend this complaint to assert their true names and capacities in place and instead of  
3 the fictitious names when the same become known to Plaintiffs.

4 11. Plaintiffs are informed and believe and based thereon allege that at all times mentioned  
5 herein, each of the defendants was the agent, partner, joint venture, associate and/or employee of  
6 one or more of the other defendants and was acting in the course and scope of such agency,  
7 partnership, joint venture, association and/or employment when the acts giving rise to the cause of  
8 action occurred.

### 9 JURISDICTION AND VENUE

10 12. This Court has subject matter jurisdiction over this action. The conduct giving rise to this  
11 action took place, in whole or in part, in the County of Los Angeles, California. This action is  
12 based, in substantial part, on the breach of an insurance contract concerning a California property  
13 and business and is based on violations of California law. The amount in controversy exceeds the  
14 minimum jurisdictional amount of unlimited civil cases.

15 13. Venue is proper because the conduct giving rise to this action took place, in whole or in  
16 part, in the County of Los Angeles, California, by the named Defendant, THE DENTISTS  
17 INSURANCE COMPANY, and their agents and co-conspirators, and because the events and  
18 matters alleged herein concerned a policy of insurance pertaining to real and/or personal property  
19 located within the County of Los Angeles, California.

### 20 THE COVID-19 PANDEMIC AND GOVERNMENTAL ORDERS

21 14. COVID-19 is an infectious disease<sup>2</sup> caused by a coronavirus known as SARS-CoV-2  
22 (“COVID-19”). It is believed that the first instance of the disease spreading to humans was in or  
23 around December 2019.

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24 <sup>2</sup> While scientists studying the origins of COVID-19 have concluded that the virus likely resulted through  
25 an incidental contact with a wild or domesticated animal, “a few persistent voices, including respected  
26 microbiologist and biosafety advocate Richard Ebright, PhD, continue to highlight circumstantial  
27 evidence suggesting that SARS-CoV-2 escaped from a biohazard laboratory in Wuhan, China.” This  
28 theory is shared by others, including Jamie Metzl, a foreign policy expert and author of *Hacking  
Darwin*. See *Controversy Aside, Why the Source of COVID-19 Matters*, Genetic Engineering &  
Biotechnology News, [https://www.genengnews.com/insights/controversy-aside-why-the-source-of-  
covid-19-matters/](https://www.genengnews.com/insights/controversy-aside-why-the-source-of-covid-19-matters/) (last visited November 3, 2020).

1           15. In January 2020, this virus reached the United States and quickly spread across the  
2 country. The World Health Organization (“WHO”) declared that the COVID-19 outbreak  
3 constituted a public health emergency of international concern.

4           16. On March 4, 2020, Governor Gavin Newsom declared a state of emergency and on  
5 March 12, 2020, issued an executive order directing California residents to cancel large non-  
6 essential gatherings.<sup>3</sup>

7           17. On March 11, 2020, the WHO declared the threat from COVID-19 constituted a global  
8 pandemic.<sup>4</sup>

9           18. On March 13, 2020, President Trump declared the COVID-19 pandemic to be a national  
10 emergency.<sup>5</sup>

11           19. On March 15, 2020, the Mayor of Los Angeles, Eric Garcetti, issued Executive Order  
12 No. 202.6, directing all “non-essential” businesses to be closed in Los Angeles.<sup>6</sup>

13           20. On March 16, 2020, the Centers for Disease Control and Prevention (“CDC”) and the  
14 National Coronavirus Task Force issued guidance to the American public advising individuals to  
15 adopt social distancing measures.<sup>7</sup>

16           21. On March 19, 2020, Gov. Newsom issued Executive Order N-33-20, requiring “all  
17 individuals living in the State of California to stay home or at their place of residence except as  
18

19 <sup>3</sup> See *Executive Order N-25-20*, Executive Department State of California,  
20 <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.12.20-EO-N-25-20-COVID-19.pdf>  
(last visited October 22, 2020).

21 <sup>4</sup> See *Timeline of WHO’s response to COVID-19*, World Health Organization,  
22 <https://www.who.int/news/item/29-06-2020-covidtimeline> (last visited October 22, 2020).

23 <sup>5</sup> See *Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus*  
24 *Disease (COVID-19) Outbreak*, White House, [https://www.whitehouse.gov/presidential-](https://www.whitehouse.gov/presidential-actions/proclamation-declaring-national-emergency-concerning-novel-coronavirus-disease-covid-19-outbreak/)  
[actions/proclamation-declaring-national-emergency-concerning-novel-coronavirus-disease-](https://www.whitehouse.gov/presidential-actions/proclamation-declaring-national-emergency-concerning-novel-coronavirus-disease-covid-19-outbreak/)  
[covid-19-outbreak/](https://www.whitehouse.gov/presidential-actions/proclamation-declaring-national-emergency-concerning-novel-coronavirus-disease-covid-19-outbreak/) (last visited October 22, 2020).

25 <sup>6</sup> See *Public Order under City of Los Angeles Emergency Authority*, Los Angeles Mayor,  
26 [https://www.lamayor.org/sites/g/files/wph446/f/article/files/Mayor%20Garcetti%20Emergenc](https://www.lamayor.org/sites/g/files/wph446/f/article/files/Mayor%20Garcetti%20Emergency%20Order%20-%20March%2015%202020.pdf)  
[y%20Order%20-%20March%2015%202020.pdf](https://www.lamayor.org/sites/g/files/wph446/f/article/files/Mayor%20Garcetti%20Emergency%20Order%20-%20March%2015%202020.pdf) (last visited October 20, 2020).

27 <sup>7</sup> See *CDC Reports first known employee with COVID-19 Infection*, Centers for Disease Control and  
28 Prevention, <https://www.cdc.gov/media/releases/2020/s0316-cdc-employee-covid-19.html> (last visited  
October 20, 2020).

needed” for essential service and engage in strict social distancing. The Order incorporated by reference California Government Code § 8665, which provides that “[a]ny person . . . who refuses or willfully neglects to obey any lawful order . . . issued as provided in this chapter, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punishable by a fine of not to exceed one thousand dollars (\$1,000.00) or by imprisonment for not to exceed six months or by both such fine and imprisonment.”

22. On the same date, the City of Los Angeles issued its “Safer at Home” order, which stated, in relevant part: “This Order is given because, among other reasons, the COVID-19 virus can spread easily from person to person and it is physically causing property loss or damage due to its tendency to attach to surfaces for prolonged periods of time.”<sup>8</sup>

23. The scientific community, including the WHO, has recognized that COVID-19 is a cause of real physical loss and damage.

24. Generally accepted rules of construction in California provide that wherever reasonably possible, courts will construe ambiguities in a standard form policy against the drafter. The term “loss” has a separate and distinct meaning from the term “damage,” including, but not limited to, loss of use, loss of functionality for intended purpose, or loss of value, any and all of which would be reasonable constructions of the term “loss.”

25. California and other jurisdictions have found “physical loss” without finding actual physical damage to the insured property in its popular sense.<sup>9</sup>

26. California Courts have also held that “loss of use” constitutes physical loss.<sup>10</sup>

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<sup>8</sup> See *Public Order under City of Los Angeles Emergency Authority*, Los Angeles Mayor, <https://www.lamayor.org/sites/g/files/wph446/f/page/file/20200527%20Mayor%20Public%20Order%20SAFER%20AT%20HOME%20ORDER%202020.03.19%20%28REV%202020.05.27%29.pdf> (last visited October 20, 2020).

<sup>9</sup> In *Cooper v. Travelers Indemnity Company of Illinois*, a health department forced a tavern to close because of water contaminated with E. coli. *Cooper v. Travelers Indem. Co. of Illinois*, 2002 WL 32775680, \*1 (N.D. Cal. Nov. 4, 2002). The U.S. District Court for the Northern District of California held that E. coli constituted direct physical damage to the property, which triggered the business income coverage. (*Id.* at \*5). The court also determined that damage to “covered property” was “not required by the terms of the policy to trigger coverage of loss of business income.” *Id.*

<sup>10</sup> In *Total Intermodal Servs. Inc. v. Travelers Prop. Cas. Co. of Am.*, the U.S. District Court for the

27. State Supreme courts have found “physical loss” where a building becomes temporarily or permanently unusable or uninhabitable, or where a building loses its function, value, or usefulness.<sup>11</sup>

28. Emerging research on the virus and recent reports from the CDC indicate that COVID-19 strains physically infect and can stay alive on surfaces for extended periods, a characteristic that renders property exposed to the contagion potentially unsafe and dangerous.

29. While infected droplets and particles carrying COVID-19 may not be visible to the naked eye, they are physical objects which travel to other objects and cause harm.

30. The resulting economic harm from these orders and from the widespread physical presence of COVID-19 has been significant.

31. The global COVID-19 pandemic has physically impacted both public and private property and physical spaces around the world, as well as the right of the general public to gather

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Central District of California held that lost property, although not physically damaged, constituted physical loss of insured property. *Total Intermodal Servs. Inc. v. Travelers Prop. Cas. Co. of Am.*, 2018 WL 3829767, \*3 (C.D. Cal. July 11, 2018). The court ruled that “the phrase ‘loss of’ includes the permanent dispossession of something and that: [u]nder an “ordinary and popular meaning,” the “loss of” property contemplates that the property is misplaced and unrecoverable, without regard to whether it was damaged. Furthermore, to interpret “physical loss of” as requiring “damage to” would render meaningless the “or damage to” portion of the same clause, thereby violating a black-letter canon of contract interpretation—that every word be given a meaning. See Cal. Civ. Code § 1641 (“The whole of a contract is to be taken together, so as to give effect to every part, if reasonably practicable, each clause helping to interpret the other.”); *Lyons v. Fire Ins. Exch.*, 161 Cal.App.4th 880, 886 (2008) (insurance policy must be read so “that all words in a contract are to be given meaning”).” *Id.*

<sup>11</sup> In *US Airways, Inc. v. Commonwealth Ins. Co.*, the court held that the government’s order to close airports and halt all flights after the September 11 terrorist attacks triggered civil authority coverage for US Airways’ losses. *US Airways, Inc. v. Commonwealth Ins. Co.*, 64 Va. Cir. 408 (Va. Cir. Ct. 2004). There, the airport authority (civil authority) ordered Reagan National Airport to close down, and the Federal Aviation Administration ordered all airspace to be closed. US Airways filed an insurance claim for business income loss as a result of business interruption caused by the FAA’s nationwide ground stop orders and closure of the Reagan National Airport. The court rejected the insurer’s argument that the business interruption policies did not cover the losses. *Id.*

Additionally, in *Gregory Packing Inc. v. Travelers Property Casualty. Co. of America*, No. 12-4418, 2014 WL 6675934 (D.N.J. Nov. 25, 2014), the U.S. District Court for the District of New Jersey found that Gregory Packaging incurred “physical loss of or damage to” its facility when ammonia gas was discharged into the facility’s air, rendering the facility temporarily unfit for occupancy.



1 and utilize business locations.

2 32. As of July 21, 2021, the number of confirmed cases of COVID-19 is over 190 million  
3 worldwide, with 4,101,414 deaths, with the United States dealing with 33,828,878 confirmed  
4 cases and over 604,000 reported deaths<sup>12</sup> – more than any other country in the world.

5 33. A French Court has determined that business interruption coverage applies to the  
6 COVID-19 Pandemic.<sup>13</sup>

7 34. The determination by a Court of another country that coverage exists is consistent with  
8 public policy that in the presence of a worldwide Pandemic, such as COVID-19, businesses that  
9 possess business interruption insurance coverage should recover their losses from the insurance  
10 carriers.

11 35. Similarly, on September 15, 2020, the United Kingdom's High Court found that the  
12 'disease' and/or 'denial of access' clauses in the various insurance policy wordings provide  
13 coverage in the circumstances of the COVID-19 pandemic, and that the trigger for coverage  
14 caused policyholders' losses. The High Court further noted:

15  
16 The fact that a provision in a contract is expressed as an exception does not  
17 necessarily mean that it should be approached with a pre-disposition to construe it  
18 narrowly. Like any other provision in a contract, words of exception or exemption  
19 must be read in the context of the contract as a whole and with due regard for its  
20 purpose. As a matter of general principle, it is well established that that if one party,  
otherwise liable, wishes to exclude or limit his liability to the other party, he must do  
so in clear words; and that the contract should be given the meaning it would convey  
to a reasonable person having all the background knowledge which is reasonably  
available to the person or class of persons to whom the document is addressed.

21 See <https://www.fca.org.uk/publication/corporate/bi-insurance-test-case-judgment.pdf>.

22 36. The virus that causes COVID-19 remains stable and transmittable in aerosols for up to  
23 three hours, up to four hours on copper, up to 24 hours on cardboard and up to two to three days

24  
25 <sup>12</sup> See *WHO Coronavirus Disease (COVID-19) Dashboard*, World Health Organization,  
26 <https://covid19.who.int/> (last visited July 21, 2021).

27 <sup>13</sup> See *French Court Orders AXA to Pay Restaurant's COVID-19 Business Interruption Losses;*  
28 *AXA Vows to Appeal*, Insurance Journal,  
<https://www.insurancejournal.com/news/international/2020/05/22/569710.htm> (last visited  
June 16, 2021.)



on plastic and stainless steel.<sup>14</sup>

37. The CDC issued a guidance that gatherings of more than 10 people must not occur. People in congregate environments, which are places where people live, eat, and sleep in close proximity, face increased danger of contracting COVID-19.

38. The global Coronavirus pandemic is exacerbated by the fact that the deadly virus physically infects and stays on surfaces of objects or materials, “fomites,” for up to twenty-eight (28) days.

### **DEFENDANTS’ WRONGFUL DENIAL OF COVERAGE**

39. Business interruption coverage is an optional insurance benefit that is available to businesses to minimize risk and sustain them in situations where business operations are forced to be ceased and/or are severely restricted, which, in turn, causes a loss of business income.

40. Plaintiffs purchased comprehensive commercial liability and property insurance from Defendants to insure against risks the business might face. Such coverage includes, among other things, business income coverage for the loss, extended business income coverage, business income and extra expense coverage, business income from dependent properties, and “civil authority” coverage. Once triggered, the policy pays actual losses sustained for the business income and extra expense coverage.

41. The language in the Policy is language that is “adhesionary” in that Plaintiff was not a participant in negotiating or drafting its content and provisions.

42. Plaintiff possessed no leverage or bargaining power to alter, change, modify, or negotiate the terms of the Policy.

43. Due to the closure orders, as well as the presence of COVID-19, Plaintiffs have suffered and continue to suffer substantial lost business income and other financial losses totaling millions of dollars.

44. These extraordinary losses of business income and lost wages are precisely why

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<sup>14</sup> See *New Coronavirus Stable For Hours On Surfaces*, National Institutes of Health, <https://www.nih.gov/news-events/news-releases/new-coronavirus-stable-hours-surfaces> (last visited April 9, 2020).

1 Plaintiffs secured the business interruption policies with the Defendants.

2 45. As a direct result of the orders, Plaintiffs promptly submitted claims for their business  
3 income losses to Defendants, but Defendants rejected the claims without even the slightest of an  
4 investigation, resulting in a complete and utter violation of their contractual, statutory, regulatory,  
5 and other legal obligations, including but not limited to, the obligations set forth in the California  
6 Fair Claims Settlement Practices Regulations (Cal. Code Regs. tit. 10; sections 2695.1 et seq.).

7 46. On April 14, 2020, California Insurance Commissioner Ricardo Lara issued a notice to  
8 all insurance companies in California, requiring them to comply with their contractual, statutory,  
9 regulatory, and other legal obligations and fairly investigate all business interruption claims  
10 caused by COVID-19. Despite the department's ongoing guidance, it has received "numerous  
11 complaints from businesses, public officials, and other stakeholders asserting that certain insurers,  
12 agents, brokers, and insurance company representatives are attempting to dissuade policyholders  
13 from filing a notice of claim under its Business Interruption insurance coverage, or refusing to  
14 open and investigate these claims."<sup>15</sup>

15 47. California imposes upon insurers the legal obligation to promptly conduct fair, balanced,  
16 and thorough investigations of all bases of claims for benefits made by their insureds, with a view  
17 toward honoring the claims. As part of these obligations, an insurance company is required to  
18 diligently search for and consider evidence that supports coverage of the claimed loss, and in  
19 doing so must give at least as much consideration to the interests of their insureds as it gives to  
20 their own interests.

21 48. Notwithstanding the foregoing, Defendants denied Plaintiffs' claims for coverage. In a  
22 cursory denial letter, Defendants took the position that the corona virus outbreak did not cause a  
23 direct physical loss of or damage to the property. Although Plaintiffs' policies also included civil  
24 authority coverage, they were denied on same or similar grounds.

25  
26 <sup>15</sup> See *Requirement to Accept, Forward, Acknowledge, and Fairly Investigate All Business*  
27 *Interruption Insurance Claims Caused by the COVID-19 Pandemic*, California Department of  
28 Insurance, <http://www.insurance.ca.gov/0250-insurers/0300-insurers/0200-bulletins/bulletin-notices-commiss-opinion/upload/Business-Interruption-Claims-Notice.pdf> (last visited October 20, 2020).

1           49. Defendants' denial is contrary to the terms and conditions of the policy and applicable  
2 law, which gives effect to plain language, construes ambiguity in favor of coverage, and narrowly  
3 construes exclusions, the applicability of which insurers have the burden of proving. Defendants  
4 breached their obligation and responsibility to provide coverage available through the policy to  
5 Plaintiffs due to its covered loss of business income.

6           50. As a result of Defendants' coverage denial and breach of the insurance policy it issued,  
7 Plaintiffs have suffered and will continue to suffer damages.

8           51. Additionally, Defendants, by and through their authorized employees, and DOES 1  
9 through 50, inclusive, represented to be registered, licensed, and authorized insurance brokers,  
10 who undertook the obligations to place insurance coverage for Plaintiffs and to assist with any  
11 questions or concerns they had about the policies. In doing so, Defendants represented that the  
12 policies contained coverage for their businesses under all circumstances, or Defendants failed to  
13 explain that certain situations, such as a virus, would not be covered and completely failed to  
14 explain virus exclusions.

15           52. Defendants knew that Plaintiffs would rely, and did justifiably rely, upon the experience,  
16 skill, and expertise of Defendants, their employees, and DOES 1 through 50, inclusive, in their  
17 representations, or lack thereof.

18           53. Plaintiffs purchased the Policies with an expectation that they were purchasing Policies  
19 that would provide coverage in the event of business interruption and extra expenses, such as that  
20 suffered by Plaintiffs as a result of COVID-19.

21           54. At no time had Defendant, or its agents, notified Plaintiffs that the coverage that  
22 Plaintiffs had purchased pursuant to an all-risk Policy that included business interruption  
23 coverage, had exclusions and provisions that purportedly undermined the very purpose of the  
24 coverage, of providing benefits in the occurrence of business interruption and incurring extended  
25 expenses.

26           55. The purported exclusions of the Policies that Defendant has or is expected to raise in  
27 defense of Plaintiffs' claims under the Civil Authority coverage of the Policy are contradictory to  
28 the provision of Civil Authority Order coverage and violates the public policy of California and

1 other states as a contract of adhesion and hence is not enforceable against Plaintiffs.

2 56. Access to Plaintiffs' businesses were severely limited and/or prohibited by Civil  
3 Authority Orders which precluded Plaintiffs from operating their Insured Properties in the manner  
4 intended, for which such insurance was purchased. The Policies provide for coverage for actual  
5 loss of business sustained and actual expenses incurred as a covered loss caused by the  
6 prohibitions of the Civil Authority Orders in the area of Plaintiffs' Insured Properties, which apply  
7 to circumstances presented by Plaintiffs.

8 57. The reasonable expectations of Plaintiffs, *i.e.*, an objectively reasonable interpretation by  
9 the average Policyholder of the coverage that was being provided, was that the business  
10 interruption coverage included coverage when a civil authority forced closure of the business for  
11 an issue of public safety such as that involving the COVID-19 pandemic in the immediate area  
12 surrounding the Insured Properties.

13 58. The Policies do not exclude the losses suffered by Plaintiffs and therefore, the Policies  
14 do provide coverage for the losses incurred by Plaintiffs.

15 59. Plaintiffs suffered direct loss or damage within the definitions of the Policies as loss of  
16 use of property as it was intended to be used, as here, constitutes loss or damage.

17 60. The virus and bacterium exclusions do not apply because Plaintiffs' losses were not  
18 solely caused by a virus, bacterium or other microorganism. Instead, Plaintiffs losses were also  
19 caused by the entry of Civil Authority Orders to mitigate the spread of COVID-19. The Civil  
20 Authority Orders were issued because of damage to individuals and property caused by COVID-  
21 19. The Civil Authority Orders were more than mere social distancing enactments but required  
22 closure.

23 61. The Civil Authority Orders prohibited and limited access to Plaintiffs Insured Properties.  
24 Plaintiffs' businesses were denied access to the general public and were unable to operate its  
25 business as intended at due to the Civil Authority stay-at-home orders. The Civil Authority Orders  
26 were entered in response to dangerous physical conditions described above resulting from  
27 COVID-19.

28 62. As a result of the presence of COVID-19 and the Civil Authority Orders, Plaintiffs lost

Business Income and incurred Extra Expense.

I.

**FIRST CAUSE OF ACTION**

**(By Plaintiffs for Breach of Contract against Defendant, THE DENTISTS INSURANCE COMPANY, and DOES 1 through 50, Inclusive)**

63. Plaintiffs incorporate in this cause of action the allegations of Paragraphs 1 through 62 of this Complaint as though set forth herein in full.

64. At all times relevant, Plaintiffs have paid all premiums and fulfilled or performed all of their obligations under their policies.

65. Defendant, THE DENTISTS INSURANCE COMPANY, had contractual duties to provide Plaintiffs with insurance coverage under the applicable policy coverages, including those coverages specifically alleged herein.

66. In denying Plaintiffs' insurance claims, and otherwise refusing to perform under the issued policies, Defendant breached those duties.

67. As a result of those breaches, Plaintiffs have been damaged in the amount of coverage to which they are entitled under their policies, and in an amount to be proven at trial, and for which Plaintiffs seek compensatory, general, and other monetary damages (including all foreseeable consequential and incidental damages for diminution in value, loss of use, and other incident damages and out-of-pocket expenses) in an amount to be determined at trial, plus interest.

II.

**SECOND CAUSE OF ACTION**

**(By Plaintiffs for Breach of Covenant of Good Faith and Fair Dealing against Defendants, THE DENTISTS INSURANCE COMPANY, and DOES 1 through 50, Inclusive)**

68. Plaintiffs incorporate in this cause of action the allegations of Paragraphs 1 through 67 of this Complaint as though set forth herein in full.

69. When Defendant, THE DENTISTS INSURANCE COMPANY, issued policies to the Plaintiffs, they undertook and were bound to the covenants implied by law that they would deal fairly and in good faith with Plaintiffs, and not engage in any acts, conduct, or omissions that

1 would impair or diminish the rights and benefits due to Plaintiffs, according to the terms of the  
2 policy.

3 70. Upon information and belief, Defendants breached the implied covenant of good faith  
4 and fair dealing arising out of the policies by, unreasonably and in bad faith, denying Plaintiffs'  
5 insurance coverage to which they are entitled under their policies. Specifically, among other  
6 conduct, Defendants:

- 7 a. Failed or refused to perform a fair, objective, and thorough investigation of the  
8 claim as required by the California Insurance Code;  
9 b. Asserted coverage defenses that were legally and/or factually invalid and thereby  
10 delaying resolution of Plaintiffs' claims;  
11 c. Placed unduly restrictive interpretations on the policy terms for the purpose of  
12 denying coverage due under the policies;  
13 d. Failed to give Plaintiffs' interests equal consideration with their own; and  
14 e. Forced Plaintiffs to institute litigation to recover amounts due under the policies.

15 71. In committing the above-referenced breaches, Defendants intended to and did vex,  
16 damage, annoy, and injure Plaintiffs. Said conduct was intentional, willful, and with conscious  
17 disregard of Plaintiffs' rights, and was malicious, oppressive and/or fraudulent under California  
18 Civil Code § 3294, thereby entitling Plaintiffs to punitive and exemplary damages against each of  
19 the Defendants.

20 72. As a direct and proximate result of the above-referenced breach, Plaintiffs have had to  
21 retain attorneys to enforce their right to the insurance coverage to which they are entitled under  
22 their Policy, and have thereby been injured and damaged.

23 73. Plaintiffs, therefore, are entitled to recover and seek in connection with this cause of  
24 action: 1) an award of general damages and other monetary damages, including all foreseeable  
25 consequential and incidental damages for diminution in value, loss of use, and other incidental  
26 damages and out-of-pocket expenses, plus interest, in an amount to be determined at trial; 2)  
27 punitive and exemplary damages in an amount to be determined at trial; 3) Plaintiffs' costs of suit;  
28 and 4) Plaintiffs' reasonable attorney's fees in connection with this action.



III.

**THIRD CAUSE OF ACTION**

**(By Plaintiffs for Bad Faith Denial of Insurance Claim against Defendants, THE DENTISTS  
INSURANCE COMPANY, and DOES 1 through 50, Inclusive)**

74. Plaintiffs incorporate in this cause of action the allegations of Paragraphs 1 through 73 of this Complaint as though set forth herein in full.

75. Defendant, THE DENTISTS INSURANCE COMPANY, have put their own interests above those of Plaintiffs and have, in bad faith, failed or refused to perform their obligations under the policies and under the laws of California.

76. Defendants denied Plaintiffs' claims in bad faith by, among other conduct:

- a. Failing or refusing to perform a fair, objective, and thorough investigation of the claim as required by the California Insurance Code;
- b. Asserting coverage defenses that were legally and/or factually invalid and thereby delaying resolution of Plaintiffs' claim;
- c. Placing unduly restrictive interpretations on the policy terms for the purpose of denying coverage due under the policy;
- d. Failing to give Plaintiffs' interests equal consideration with their own; and
- e. Forcing Plaintiffs to institute litigation to recover amounts due under the Policy.

77. Plaintiffs allege on information and belief that there are numerous other individuals and groups insured by Defendants who were or are similarly situated to Plaintiffs and who are also being denied benefits under the same unlawful and non-applicable policy provisions and/or exclusions being applied to Plaintiffs. At such time as Plaintiffs learn the names of such persons, Plaintiffs may seek leave of court to join such persons as Plaintiffs in this action.

78. Based on the above, Plaintiffs allege that Defendants have committed institutional bad faith that is part of a repeated pattern of unfair practices and not an isolated occurrence. The pattern of unfair practices constitutes a conscious course of wrongful conduct that is firmly grounded in Defendants' established company policy.

79. As a proximate result of the aforementioned bad faith conduct by Defendants, Plaintiffs

1 have suffered and will continue to suffer damages. These damages include interest on the withheld  
2 and unreasonably delayed payments due under their policies and other special economic and  
3 consequential damages, of a total amount to be shown at trial.

4 80. As a further proximate result of Defendants' bad faith conduct, Plaintiffs were compelled  
5 to retain legal counsel to obtain the coverage benefits due under their policies. Therefore,  
6 Defendants are liable to Plaintiffs for those attorney fees, witness fees, and costs of litigation  
7 reasonably necessary and incurred by Plaintiffs in order to obtain the benefits of their policy.

8 81. Defendants carried out their bad-faith conduct with a willful and conscious disregard of  
9 Plaintiffs' rights and/or subjected Plaintiffs to cruel and unjust hardship in conscious disregard of  
10 their rights. Alternatively, Defendants' conduct constituted an intentional misrepresentation,  
11 deceit, or concealment of a material fact known to Defendants with the intention of depriving  
12 Plaintiffs of property or legal rights, or of causing Plaintiffs other injury. Defendants' conduct  
13 constitutes malice, oppression, or fraud under California Civil Code § 3294, entitling Plaintiffs to  
14 punitive damages in an amount appropriate to punish or set an example of Defendants and to deter  
15 future similar conduct.

16 **IV.**

17 **FOURTH CAUSE OF ACTION**

18 **(By Plaintiffs for Unfair Business Practices under Business and Professions Code § 17200, *et***  
19 ***seq.* against Defendant, THE DENTISTS INSURANCE COMPANY, and**  
20 **DOES 1 through 50, Inclusive)**

21 82. Plaintiffs incorporate in this cause of action the allegations of Paragraphs 1 through 81 of  
22 this Complaint as though set forth herein in full.

23 83. California's Unfair Competition Law, as codified by California Business & Professions  
24 Code § 17200, *et seq.*, protects both consumers and competitors by promoting fair competition in  
25 commercial markets for goods and services. It is interpreted broadly and provides a cause of action  
26 for any unlawful, unfair, or fraudulent business act or practice. Any unlawful, unfair, or fraudulent  
27 business practice that causes injury to consumers falls within the scope of California's Unfair  
28 Competition Law.

84. Defendant, THE DENTISTS INSURANCE COMPANY'S, acts and practices, as described herein, constitute unlawful or unfair business practices against Plaintiffs in violation of California Business and Professions Code § 17200, et seq. These unlawful or unfair acts and practices include, but are not limited to:

- a. Failing or refusing to perform a fair, objective, and thorough investigation of the claim as required by the California Insurance Code;
- b. Asserting coverage defenses that were legally and/or factually invalid and thereby delaying resolution of Plaintiffs' claims;
- c. Placing unduly restrictive interpretations on the policy terms for the purpose of denying coverage due under the policies;
- d. Failing to give Plaintiffs' interests equal consideration with their own;
- e. Forcing Plaintiffs to institute litigation to recover amounts due under the policies;
- f. Charging and accepting Plaintiffs' premiums in exchange for purported coverage for losses caused by an order of a civil authority, by direct physical damage to the insured premises, by a virus, and by other business interruptions, without any intention of satisfying those claims in an emergency such as the COVID-19 pandemic and the related closure orders; and
- g. Denying Plaintiffs' claims as part of a company-wide and/or industry-wide policy of denying all business interruption claims related to the COVID-19 pandemic.

85. Any claimed justification for Defendants' conduct is outweighed by the gravity of the consequences to Plaintiffs. Defendants' acts and practices are immoral, unethical, oppressive, unconscionable, or substantially injurious to Plaintiffs, and/or have a tendency to deceive Plaintiffs.

86. By reason of Defendant's fraudulent, deceptive, unfair, and other wrongful conduct as alleged herein, said Defendant violated California Business and Professions Code § 17200, et seq., by consummating an unlawful, unfair, and fraudulent business practice, designed to deprive Plaintiffs of the benefits of Defendants' financial products and services.

87. Defendant perpetrated these acts and practices against Plaintiffs, and as a direct and

1 proximate result of the foregoing, Plaintiffs have suffered and continue to suffer damages in a sum  
2 which is currently unascertained. Pursuant to California Business and Professions Code § 17203,  
3 Plaintiffs are entitled to restitution of all the monies paid to Defendants for retaining benefits that  
4 were due and owing to Plaintiffs (with interest thereon), to disgorgement of all Defendant's profits  
5 arising out of their unlawful conduct (with interest thereon), and to be paid benefits due to  
6 Plaintiffs under the policies that Defendants wrongfully retained by means of their unlawful  
7 business practices.

8 88. Pursuant to California Code of Civil Procedure § 1021.5, Plaintiffs are entitled to recover  
9 their reasonable attorney's fees in connection with Defendant's unfair competition claims, the  
10 substantial benefit doctrine, and/or the common fund doctrine.

11 V.

12 **FIFTH CAUSE OF ACTION**

13 **(By Plaintiffs for Unjust Enrichment against all Defendants, and DOES 1 through 50,**  
14 **Inclusive)**

15 89. Plaintiffs incorporate in this cause of action the allegations of Paragraphs 1 through 88 of  
16 this Complaint as though set forth herein in full.

17 90. As a result of Defendants' conduct, as set forth above, Plaintiffs may lose the financial  
18 benefit of the amounts that Plaintiffs paid for those portions of the Policy that were illegal, unfair,  
19 or deceptive.

20 91. By their wrongful acts and omissions, Defendants, and each of them, were unjustly  
21 enriched at the expense of and to the detriment of Plaintiffs.

22 92. Defendants were unjustly enriched, among other reasons, by offering, and accepting  
23 premiums paid for, insurance coverages within the policies that purport and appear at first glance  
24 to provide certain coverages, but when read according to their plain meaning, lead to absurd  
25 requirements that are impossible to satisfy.

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1 93. To enforce such coverage requirements would be unconscionable, void as against public  
2 policy, and inequitable. In the event such coverage requirements are interpreted and applied  
3 according to their plain meaning, it would be against equity to permit Defendants to retain the  
4 payments that they received from Plaintiffs for any such aspect of the Policy. This is because it is  
5 an illegal, deceptive, unfair, and/or fraudulent business practice to induce Plaintiffs or any other  
6 person to purchase insurance coverage that will never cover a loss.

7 94. As a direct and proximate result of Defendants' conduct, Plaintiffs have been damaged  
8 and are entitled to restitution in an amount to be determined at trial. Plaintiffs seek restitution from  
9 Defendants and seek an order from this Court disgorging all monies paid to Defendants as a result  
10 of the illegal, deceptive, unfair, and/or fraudulent business practices.

11 95. Plaintiffs have no adequate remedy at law.

12 **VI.**

13 **SIXTH CAUSE OF ACTION**

14 **(By Plaintiffs for Declaratory Relief against all Defendants, and DOES 1 through 50,**  
15 **Inclusive)**

16 96. Plaintiffs incorporate in this cause of action the allegations of Paragraphs 1 through 95 of  
17 this Complaint as though set forth herein in full.

18 97. Under California Code of Civil Procedure § 1060, *et seq.*, the court may declare rights,  
19 duties, statuses, and other legal relations, regardless of whether further relief is or could be  
20 claimed.

21 98. An actual controversy has arisen between Plaintiffs and Defendants as to their respective  
22 rights, duties, responsibilities, and obligations under their policies.

23 99. Resolution of the parties' respective rights and duties under their policies by declaration  
24 of the Court is necessary, as there exists no adequate remedy at law.

25 100. As alleged in detail above, Defendants and Plaintiffs entered into the policies. (*Exhibits*  
26 *A-F*). Plaintiffs have made all premium payments and otherwise performed all obligations under  
27 the contracts, including giving timely notice of its claim.

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101. Plaintiffs paid the premiums in exchange for Defendants' promise to pay Plaintiffs' losses for claims covered by the policies as described herein, including for business losses incurred as a result of the closure orders and/or the direct physical damage and/or loss caused by COVID-19.

102. Plaintiffs have complied with all applicable provisions of their policies, including payment of the premiums in exchange for coverage under their policy.

103. Defendants, and each of them, have arbitrarily and without justification denied coverage and refused to reimburse Plaintiffs for any losses incurred in connection with the covered business losses related to the closure orders and the necessary interruption of business stemming from the COVID-19 pandemic. On information and belief, Defendants did not independently review the closure orders or conduct any investigation of the premises before denying coverage.

104. An actual case or controversy exists regarding Plaintiffs' rights and Defendants' obligations under the policies to reimburse Plaintiffs for the full amount of the losses incurred in connection with the closure orders and the necessary interruption of business stemming for the COVID-19 pandemic.

105. Pursuant to Code of Civil Procedure § 1060, Plaintiffs seek a declaratory judgment from this Court declaring the following:

- a. The losses in connection with the closure orders and the necessary interruption of business stemming from the COVID-19 pandemic are insured losses under the policies;
- b. Defendants, and each of them, have waived any right it may have had to assert defenses to coverage or otherwise seek to bar or limit coverage for the losses suffered by Plaintiffs by issuing a blanket coverage denial without conducting a claim investigation as required under California law;
- c. Defendants, and each of them, are obligated to pay Plaintiffs for the full amount of the losses incurred and to be incurred in connection with the covered business losses related to the closure orders during the necessary interruption of their business stemming from the COVID-19 pandemic.



- d. No policy coverage exclusions or limitations apply to exclude or limit coverage,  
e. Plaintiffs have suffered actual and covered loss of Business Income in an amount to be determined at trial, and

106. Plaintiffs allege and contend that Defendants wrongly denied coverage with respect to all the foregoing provisions.

107. Upon information and belief, Plaintiffs allege that Defendants dispute and deny each of Plaintiffs' contentions set forth in this Cause of Action.

108. Plaintiffs, therefore, seek a declaratory judgment regarding each of Plaintiffs' contentions set forth in this Cause of Action. A declaratory judgment determining that Plaintiffs are due coverage under their policies, as set forth above, will help to ensure the survival of their business during this prolonged closure made necessary by the closure orders and by the presence of COVID-19 at and around the insured premises during this global pandemic.

## VII.

### SEVENTH CAUSE OF ACTION

**(By Plaintiffs for Injunctive Relief under Business and Professions Code § 17200, Et seq. against all Defendants, and DOES 1 through 50, Inclusive)**

109. Plaintiffs incorporate in this cause of action the allegations of Paragraphs 1 through 108 of this Complaint as though set forth herein in full.

110. Upon information and belief, Plaintiffs allege that, unless enjoined by order of the Court, Defendants will continue to operate their companies for their sole benefit and to the detriment of Plaintiffs. No adequate remedy exists at law for the injuries alleged herein, and Plaintiffs will suffer great and irreparable injury if Defendants' conduct is not immediately enjoined and restrained.

111. Defendants wrongfully denied Plaintiffs' insurance claim based on erroneous interpretations of their policies, in order avoid their financial obligations to Plaintiffs thereunder. Given the likely extended time period of the regional presence of COVID-19 cases, and the likely continued effect of the closure orders, Plaintiffs will almost certainly have similar insurance claims in the future, and Defendants will almost certainly apply the same or similar erroneous

1 interpretations of the policies to wrongfully deny coverage. If Defendants' conduct in this manner  
2 is not restrained and enjoined, Plaintiffs will suffer great and irreparable harm, as it has already  
3 paid for the policies in full, and Defendants seem committed to continuing their unfair and  
4 unlawful business practices of erroneously denying Plaintiffs' claims. Defendants will continue to  
5 act in their own self-interest and to commit the acts that have damaged Plaintiffs, and that continue  
6 to do so.

7 112. Plaintiffs have no adequate remedy at law for the threatened injury.

8 **VIII.**

9 **EIGHTH CAUSE OF ACTION**

10 **(By Plaintiffs for Negligence against all Defendants, and DOES 1 through 50, Inclusive)**

11 113. Plaintiffs incorporate in this cause of action the allegations of Paragraphs 1 through 112  
12 of this Complaint as though set forth herein in full.

13 114. Plaintiffs assert that there is full coverage under the policies; however, should there be a  
14 finding that the policies do not provide coverage, then Plaintiffs allege in the alternative that  
15 Defendants were negligent in the procurement of the policies.

16 115. At all relevant times, Defendants, by and through their authorized employees, and DOES  
17 1 through 50, inclusive, represented to be registered, licensed, and authorized insurance brokers,  
18 who undertook the obligations to place insurance coverage for Plaintiffs and to assist with any  
19 questions or concerns it had about the policies.

20 116. In that process, Defendants had a duty to use reasonable care, diligence and judgment in  
21 procuring the insurance that Plaintiffs requested.

22 117. Defendants sold the policies to Plaintiffs. In the process, they held themselves out to be  
23 experts in the field of insurance.

24 118. During the procurement process of the policies, Defendants assumed additional duties by  
25 express agreement and/or holding themselves out as an expert in procuring business interruption  
26 coverage.

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119. Defendants undertook the obligation and assumed a duty to place business interruption insurance coverage for Plaintiffs. Accordingly, they owed Plaintiffs a duty of care to see that their interests were fully protected by that coverage that was requested by Plaintiffs and promised by Defendants.

120. Defendants knew that Plaintiffs would rely, and did justifiably rely, upon the experience, skill, and expertise of Defendants, their employees, and DOES 1 through 50, inclusive, to obtain and place sufficient coverage for their businesses, even in the event of a virus.

121. Defendants represented that they were ready and willing to perform the professional service of procuring insurance coverage for Plaintiffs, which desired to obtain business interruption coverage that would protect against losses, including viruses.

122. To the extent that coverage procured by Defendants for Plaintiffs does not provide coverage for the damages suffered as alleged in this Complaint, Defendants and DOES 1 through 50, inclusive, were negligent in their procurement and placement of the insurance.

123. As a proximate results of the aforementioned negligent conduct of Defendants and DOES 1 through 50, inclusive, Plaintiffs have suffered damages, including economic losses, for a total amount to be shown at the time of trial.

## **IX.**

### **NINTH CAUSE OF ACTION**

**(By Plaintiffs for Negligent Misrepresentation against all Defendants, and DOES 1 through 50, Inclusive)**

124. Plaintiffs incorporate in this cause of action the allegations of Paragraphs 1 through 123 of this Complaint as though set forth herein in full.

125. Plaintiffs are informed and believe, and on that basis allege, that at the time that Defendants made the promises and representations about the policies, they did so without any reasonable basis to believe they were true and with the intent and knowledge that Plaintiffs would rely upon them.

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126. If Defendants' current position that it has no obligation to cover Plaintiffs' losses is correct, then the representations Defendants made in selling the policies were, in fact, false, and were made without any reasonable basis for believing them to be true. If Defendants' current position is to be believed, then Defendants did not plan or intend to insure losses associated with viruses or pandemics and, in fact, planned and intended the contrary.

127. As a direct and proximate result of Defendants' acts, Plaintiffs have sustained, and continue to sustain, damages in an amount in excess of this Court's jurisdictional limits, plus interest, for which Defendants are liable, including the premiums it paid to Defendants. The amount of Plaintiffs' damages are not yet precisely known but will be established according to proof. Plaintiffs will seek leave to amend this Complaint to more precisely allege the amount of their damages when the amounts are more precisely known.

**PRAYER FOR RELIEF**


**WHEREFORE**, Plaintiffs, BENYAMINY AND KASHANI DENTAL CORP.; CALVIN K. YANG, DDS & NICK K. NGUYEN, DDS; DANIEL F. TEBBI, D.M.D., INC.; EDWIN PAPAZIAN, DDS, INC.; FARNOUSH FADAVI, D.M.D., INC., pray for judgment against Defendants, and each of them, as follows:

1. For a declaration adopting each of Plaintiffs' contentions set forth in the above Causes of Action for Declaratory Relief;
2. For injunctive relief enjoining and restraining Defendants' unlawful conduct as alleged herein, including but not limited to their unfair and unlawful business practices and their wrongful denials of coverage under the policies;
3. For general and compensatory damages in an amount to be determined at trial;
4. For economic and consequential damages arising out of Defendants' unreasonable failure to pay benefits owed under the policies;
5. For damages, including economic losses, in an amount to be determined according to proof at the time of trial;
6. For exemplary and punitive damages in an amount appropriate to punish or set an example of Defendants;

7. For Plaintiffs' costs of suit;
8. For attorneys' fees, witness fees, and costs of litigation incurred by Plaintiffs to obtain the policy benefits in an amount to be determined at trial;
9. For pre-judgment interest and all other interest to which Plaintiffs are entitled; and
10. For such other relief as the Court may deem just and proper.

DATED: July 21, 2021

**KEOSIAN LAW LLP**

By:   
**Harout Greg Keosian, Esq.**  
**Eileen Keusseyan, Esq.**  
**Anthony S. Hamassian, Esq.**  
Attorneys for Plaintiffs

**REQUEST FOR JURY TRIAL**

Plaintiffs, BENYAMINY AND KASHANI DENTAL CORP.; CALVIN K. YANG, DDS  
& NICK K. NGUYEN, DDS; DANIEL F. TEBBI, D.M.D., INC.; EDWIN PAPAIZIAN, DDS,  
INC.; FARNOUSH FADAVI, D.M.D., INC., hereby requests a trial by jury.

DATED: July 21, 2021

**KEOSIAN LAW LLP**

By:



**Harout Greg Keosian, Esq.**

**Eileen Keusseyan, Esq.**

**Anthony S. Hamassian, Esq.**

Attorneys for Plaintiffs