

CAUSE NO. **2020CI08884**

JADA RESTAURANT GROUP, LLC	§	IN THE DISTRICT COURT
d/b/a TRE TRATTORIA and TWO BROS	§	
BBQ; SJ2 RESTAURANT GROUP, LLC	§	
d/b/a CHISPAS; DADY RESTAURANTS,	§	
LLC d/b/a RANGE and ALAMO BBQ	§	
COMPANY; DADY PREMIER	§	224TH
CATERING, LLC d/b/a DADY PREMIER	§	JUDICIAL DISTRICT
CATERING	§	
	§	
V.	§	
	§	
ACADIA INSURANCE GROUP AND	§	
CHRISTOPHER MICHELS	§	BEXAR COUNTY, TEXAS

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW Plaintiffs, JADA RESTAURANT GROUP, LCC d/b/a TRE TRATTORIA and TWO BROS BBQ; SJ2 RESTAURANT GROUP, LLC d/b/a CHISPAS; DADY RESTAURANTS, LLC d/b/a RANGE and ALAMO BBQ COMPANY; DADY PREMIER CATERING, LLC d/b/a DADY PREMIER CATERING (collectively, "Plaintiffs") and file this Original Petition against ACADIA INSURANCE GROUP, ("Acadia") and CHRISTOPHER MICHELS ("Michels") and in support thereof, would show as follows:

I.
DISCOVERY CONTROL PLAN LEVEL

1. Plaintiffs intend for discovery to be conducted under Level 3 of Rule 190 of the Texas Rules of Civil Procedure. This case involves complex issues and will require extensive discovery. Therefore, Plaintiff will ask the Court to order that discovery be conducted in accordance with a discovery control plan tailored to the particular circumstances of this suit.

II.
PARTIES AND SERVICE

2. Plaintiffs' principal place of business is in Bexar County, Texas.

3. Acadia is in the business of insurance in the State of Texas. The insurance business done by Acadia in Texas includes, but is not limited to, the following:

- The making and issuing of contracts of insurance with the Plaintiff;
- The taking or receiving of application for insurance, including the Plaintiff's application for insurance;
- The receiving or collection of premiums, commissions, membership fees, assessments, dues or other consideration for any insurance or any part thereof, including any such consideration or payments from the Plaintiff; and
- The issuance or delivery of contracts of insurance to residents of this state or a person authorized to do business in this state, including the Plaintiff.

4. Defendant **Acadia** can be served, via certified mail, through its registered agent, CT Corporation System, at the following address: 1999 Bryan St, Ste 900, Dallas, Texas 75201-4284.

Service is requested at this time.

5. Defendant **Christopher Michels** is a Texas resident and may be served at his business address at 222 Las Colinas Blvd, West, Suite 1300 Irving, Texas 75039 by certified mail, return receipt requested. **Service is requested at this time.**

III.
JURISDICTION AND VENUE

6. Venue is appropriate in Bexar County, Texas because all or a substantial part of the conduct giving rise to the causes of action were committed in Bexar County, Texas and Plaintiffs and the majority of the Properties, which are the subject of this suit are located in Bexar County, Texas. Accordingly, venue is proper pursuant to Texas Civil Practice & Remedies Code §15.002.

IV.
BACKGROUND FACTS

7. Plaintiffs are the owners of a commercial property insurance policy sold by Acadia with policy number CPA 4779624-12 (hereinafter referred to as "the Policy"). The Policy was renewed for the policy period of June 5, 2019 to June 5, 2020 and has been continuously in full force and effect since inception, providing coverage for property, business personal property, business income, extra expense and additional coverages, including Civil Authority. The Policy insures a variety of restaurants and a catering business in Bexar and Travis counties, which are located at the following addresses:

1. 200 W. Jones Ave #201, San Antonio, Texas 78205;
2. 125 E. Houston St., San Antonio, Texas 78205;
3. 12656 West Ave #B, San Antonio, Texas 78216;
4. 509 & 511 E. Grayson, San Antonio, Texas 78215; and
5. 214 W. 4th St, Austin, Texas 78701

(hereafter referred to as "the Properties"). Plaintiffs have performed all of their obligations under the Policy, including faithfully paying significant premiums over the years to cover their businesses from loss.

8. During the terms of said Policy, Plaintiffs sustained and will continue to sustain covered losses during the Covid-19 outbreak and subsequent Bexar County, Travis County and State of Texas Orders (hereinafter the "Orders"), attached hereto as Exhibit A. Notably, The World Health Organization ("WHO") declared on January 30, 2020, that the 2019 Novel Coronavirus "COVID-19" outbreak was "a Public Health Emergency of International Concern." Shortly thereafter, the ramifications of the WHO declaration were realized at a local level as on February 7, 2020, the federal government sent American evacuees who had been exposed to Covid-

19 in or near Wuhan, China, to Lackland-Joint Base San Antonio for quarantine. On February 13, 2020, the first evacuee tested positive and a second wave of evacuees from the Diamond Princess cruise ship arrived at Lackland on February 17, 2020. On March 1, 2020, a positive evacuee was released into the public spending approximately eleven hours in the community, including North Star Mall's food court. On March 2, 2020, the Mayor for San Antonio declared a Public Health Emergency designed to prevent Lackland evacuees from being released into the general public.

9. Concerns regarding San Antonio's Covid-19 exposure combined with the governmental declarations, resulted in large events being cancelled and affected the tourist industry. On March 6, 2020, the City of Austin decided to cancel its annual SXSW Film Festival. On March 11, 2020, WHO characterized COVID-19 as a pandemic. WHO saw "alarming levels of spread and severity, and by the alarming levels of inaction." WHO representatives stated, "[W]e have never before seen a pandemic sparked by a coronavirus. This is the first pandemic caused by a coronavirus. And we have never before seen a pandemic that can be controlled, at the same time." The Center for Disease Control ("CDC") has stated that a "pandemic is a global outbreak of disease. Pandemics happen when a new virus emerges to infect people and can spread between people sustainably. Because there is little to no pre-existing immunity against the new virus, it spreads worldwide."

10. In a rapid series of declarations and orders at the city, county and state level, the restaurant industry's ability to generate income was severely impaired by governmental restrictions and the public's reluctance and fear to dine-out during these unprecedented times. On March 13, 2020, the State of Texas Governor Greg Abbott issued a Declaration of State Disaster as a result of Covid-19 and both the City of San Antonio and Bexar County issued orders prohibiting mass gatherings of more than 500 people. The next day, the Mayor of Austin prohibited gatherings of 250 or more. On March 16, 2020, both the City of San Antonio and Bexar County issued orders prohibiting

mass gatherings of more than 50 people. Within the next two days, the City of San Antonio and Bexar County, as well as the City of Austin and Travis County, issued orders restricting restaurant service to take-out, drive-through, curbside or delivery options and that gatherings be limited to ten people or less.

11. On March 23 and 24, 2020, “Stay Home Stay/Work Safe” orders were issued in Bexar and Travis County. On March 31, 2020, the State of Texas Governor Greg Abbott signed an executive order for the public to stay home and closing all “non-essential” businesses beginning April 2nd through April 30th of 2020. Currently, the City of Austin extended their “Stay Home Stay Safe” order until May 8, 2020, with plans to extend it further. The described purposes of the Orders are to protect the “health, safety and welfare” of Bexar County and Texas residents, and to slow the spread of Covid-19 by “minimizing social gatherings” and “minimize in-person contact.” According to the Texas Department of Health and Human Services, Covid-19 has been and continues to be present in Bexar and Travis County. While restaurants are exempted from the executive orders to a degree, limiting these establishments to take-out or delivery service has resulted in either large income losses or the suspension of business altogether.

12. Plaintiffs were already enduring substantial income losses and had to lay off nearly all of their staff, when on March 19, 2020, Plaintiffs were prohibited from opening their restaurants for dine-in service. While Plaintiffs have worked tirelessly and successfully to provide delivery and take-out options for the majority of its restaurants, the loss of business income remains significant. Moreover, many catering contracts for large events were cancelled and some of the restaurants do not have the ability to provide take-out or delivery options. The pandemic and health care crises have resulted in Plaintiffs suffering a physical loss of the insured Properties, and alternatively damage to the insured Properties and suspension of their businesses that are covered under the Business

Income Loss provisions of the Policies. Alternatively, coverage is available under Civil Authority coverage under the Policies.

A. Coverage for Business Income

13. Under the “Covered Causes of Loss” section of Plaintiffs’ Policy, Acadia promised to pay for “direct physical *loss* unless the loss is excluded or limited in this policy.” Further, Plaintiffs’ Policy provides coverage for Business Income (and Extra Expense) in Endorsement CP 00301012 as follows:

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.

(emphasis added). Plaintiffs suffered lost income when the Orders closed their businesses, and on information and belief Plaintiffs will continue to suffer lost income even after the Orders are lifted due to fear of Covid-19. Consumer fear of the virus and the stay at home orders have caused Plaintiffs physical loss to the property and loss of business income and are not specifically excluded by the Policy. Plaintiffs’ businesses have been transformed by external events, not specifically excluded, from sustainable, revenue generating operations to the unsatisfactory state of semi-operational or full-blown closure of its restaurants.

B. Coverage for Civil Authority

14. Under the Business Income (And Extra Expense) Coverage Form, Plaintiffs’ Policy also provides additional coverage for Civil Authority:

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.

(emphasis added). The Orders are clearly acts of Civil Authority which have caused Plaintiffs loss of income as described above. The Orders, along with their stated purposes, qualify as a Covered Cause of Loss under the Policies, especially given that Texas precedent holds “physical loss” can occur without actual physical damage to a property.

C. Acadia’s Wrongful Denial

15. Complying with prerequisites for notice and coverage, Plaintiffs reported business interruption losses to Acadia on or about March 25, 2020 and Acadia assigned Chris Michels to adjust the claim and investigate the loss related to business interruption. On April 2, 2020, Acadia wrongfully denied the claim without meaningful investigation. The reasons for denying coverage outlined in the denial letter are inconsistent with the Policy language and ignore obvious facts. As a result, Acadia and Michels mishandled Plaintiffs’ claim and caused and will continue to cause Plaintiffs further and additional damages.

16. Acadia’s denial was based, in part, on a lack of “physical damage;” however, the Policy does not require a loss caused by physical “damage” only physical “loss.” Acadia is attempting to rewrite the Policy claiming only a physical damage or actual change to the property is covered and would permit coverage for business income loss. At the very least, Plaintiffs suffered a physical loss of the covered property as a result of fear and actions taken to limit the impact of the pandemic on the health, safety and welfare of Bexar and Travis County citizens. Further, Plaintiffs clearly suffered physical loss to Covered Property because they are unable to operate and use the

restaurants for in-person dining pursuant to the Orders.

17. Acadia also based its denial on the “virus” endorsement, which excludes losses caused “from any virus, bacterium...that induces or is capable of inducing physical illness or disease.” However, Acadia ignores the fact that Plaintiffs have indicated there has been no exposure to Covid-19 at their Properties. The Exclusion of Loss Due to Virus or Bacteria has no application to the Plaintiffs’ claims based on upon its clear language. Alternatively, the exclusion is ambiguous and must be construed in favor of coverage for Plaintiffs.

18. With respect to the additional coverage for Civil Authority, Acadia denied its applicability stating “This Additional Coverage is not applicable because there has been no action of civil authority prohibiting access to the described premises.” Although Acadia acknowledged the Orders issued on March 16, 2020 and March 18, 2020, limited restaurants to “take-out orders *as a precaution to the Covid-19 virus*,” it nonetheless took the position that patrons could still “access” Plaintiffs’ restaurants (emphasis added). Moreover, Acadia’s statement admits the widespread nature of the pandemic and that the threat it presents requires prohibiting the use of the insured property. This is clearly a loss of the property that is caused by a pandemic and the need to protect the health system and the community.

19. Acadia failed to give proper, advance notice and disclosure of the Exclusions and is thus barred from reliance upon them. On information and belief, Acadia is barred from relying on the Exclusions as a result of regulatory and/or administrative estoppel. Alternatively, the Exclusions as interpreted by Acadia are unconscionable and/or contrary to public policy and cannot be enforced as written.

20. Acadia made material misrepresentations about Policy’s provisions, coverage and the law in Texas applying thereto with regard to Plaintiffs’ Loss of Income, Civil Authority additional

coverages and Virus Exclusion. Acadia wrongfully denied Plaintiffs' claim for business interruption even though the Policy provides coverage for losses such as those suffered by Plaintiffs. Furthermore, by information and belief, Acadia engaged its agents to misrepresent Policy provisions and coverage. To date, Acadia continues to deny the payment for Plaintiffs' loss of business.

V.
CAUSES OF ACTION AGAINST ACADIA

A. BREACH OF CONTRACT

21. Plaintiffs re-allege the foregoing paragraphs. Acadia and its agents' conduct constitute a breach of the insurance contract between it and Plaintiffs. Acadia's failure and/or refusal, as described above, to pay Plaintiffs adequate compensation as it is obligated to do under the terms of the Policy in question, and under the laws of the State of Texas, constitutes a breach of the insurance contract with Plaintiffs.

22. Acadia failed to perform its contractual duty to adequately compensate Plaintiffs under the terms of the Policy. Specifically, Acadia wrongfully denied coverage for loss of Business Income and Civil Authority and refused to offer the full proceeds of the Policy, although due demand was made for proceeds to be paid in an amount sufficient to cover Plaintiffs' business losses, and all conditions precedent to recovery under the Policy have been carried out and accomplished by Plaintiffs. Acadia's conduct constitutes a breach of the insurance contract between it and Plaintiffs.

B. NONCOMPLIANCE WITH TEXAS INSURANCE CODE

1. UNFAIR SETTLEMENT PRACTICES

23. Plaintiffs re-allege the foregoing paragraphs. Texas law is clear that insurance companies and anyone engaged in the business of insurance by investigating and adjusting a claim must

conduct a reasonable, full and fair claim investigation. Acadia violated Chapter 541 of the Texas Insurance Code, in one or more of the following particulars:

§ 541.061. Misrepresentation of Insurance Policy.

- Making an untrue statement of material fact;
- Failing to state a material fact necessary to make other statements made not misleading;
- Making a misleading statement; and
- Failing to disclose a material matter of law.

2. THE PROMPT PAYMENT OF CLAIMS

24. Plaintiffs re-allege the foregoing paragraphs. Acadia's conduct constitutes and will continue to constitute multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are made actionable by TEX. INS. CODE §542.060.

25. Acadia failed to meet its obligations under the Texas Insurance Code regarding timely beginning an investigation of Plaintiffs' claims, and requesting all information reasonably necessary to investigate Plaintiffs' claims within the statutorily mandated time of receiving notice of Plaintiffs' claims. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.055.

26. Further, Acadia failed to accept or deny Plaintiffs' full and entire claims within the statutorily-mandated time of receiving all necessary information. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.056.

27. Acadia failed and will fail to timely pay Plaintiffs' claim, and for all of the covered losses due to its wrongful denial of the policy benefits. TEX. INS. CODE §542.057.

28. Acadia failed and will fail to meet its obligations under the Texas Insurance Code regarding payment of claims without delay due to its wrongful denial. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.058.

29. Because of Acadia's wrongful acts and omissions, Plaintiffs were forced to retain the professional services of the attorney and law firm who is representing it with respect to these causes of action.

C. BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

30. Plaintiffs re-allege the foregoing paragraphs. Acadia's conduct constitutes a breach of the common law duty of good faith and fair dealing owed to the insureds pursuant to insurance contracts. A special relationship exists and continues to exist between Acadia and Plaintiffs as a result of the first-party insurance policy issued by Acadia. Inherently unequal bargaining power exists between Plaintiffs and Acadia.

31. From and after the time Plaintiffs' loss was presented to Acadia, its liability to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, it has refused to pay Plaintiff in full and wrongfully denied the claim, despite there being no basis upon which a reasonable insurance company would have relied to deny the full payment. Acadia considered only its own interests and purposefully engaged in a one-sided self-serving interpretation of the claim all the while concealing from Plaintiffs that it was making no effort to consider Plaintiffs' efforts. Acadia's conduct constitutes a breach of the common law duty of good faith and fair dealing.

32. Further, Acadia's failure, as described above, to adequately and reasonably investigate and evaluate Plaintiffs' claims, although, at that time, it knew or should have known by the exercise of reasonable diligence that its liability was reasonably clear, constitutes a breach of the duty of good faith and fair dealing.

VI.
CAUSES OF ACTION AGAINST DEFENDANT MICHELS

A. NONCOMPLIANCE WITH TEXAS INSURANCE CODE

33. Plaintiffs re-allege the foregoing paragraphs. At all pertinent times, Michels was engaged in the business of insurance as defined by the Texas Insurance Code. The acts and omissions of Michels constitute one or more violations of the Texas Insurance Code. More specifically, Michels has, among other violations, violated the following provisions of the Code:

1. Insurance Code § 542.003(b)(5).
2. Insurance Code chapter 541, section 541.060 by, among other things:
 - misrepresenting one or more material facts and/or policy provisions relating to coverage;
 - failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claims with respect to which their liability has become reasonably clear;
 - failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claims under one portion of a policy with respect to which liability has become reasonably clear in order to influence Plaintiffs to settle its claims with respect to another portion of the policy;
 - failing to promptly provide a reasonable explanation of the basis in law or fact for the denial of Plaintiff's claims;
 - refusing to affirm or deny coverage within a reasonable time;
 - refusing to conduct a reasonable investigation;
 - ignoring damage known to be covered by the Policy;
 - creating evidence to provide the carrier with a basis to deny coverage; and/or
 - conducting an outcome-oriented investigation in order to provide the carrier with a basis to deny the claim.

34. Acadia assigned the loss and the claim to Michels who was at all pertinent times the agent of Acadia, through both actual and apparent authority. The acts, representations and omissions of Michels are attributed to Acadia. Michels was tasked with the responsibility of conducting a thorough and reasonable investigation of Plaintiffs' loss. Despite the fact that the Texas Insurance

Code dictates adjusters must conduct a reasonable investigation and adjustment of a claim, Michels failed to do so and actually set out to conduct an outcome-oriented investigation and adjustment, which has and will result in an inequitable settlement of Plaintiffs' claim.

35. Michels pre-textually looked only for ways to avoid coverage rather than first trying to find coverage. Notably, he made no request for documentation. Instead, he submitted three questions to Plaintiffs, including the following question: "To your knowledge has any employee, customer or any of your restaurants have been directly contaminated or infected with the Covid-19 virus?" Plaintiffs responded "NONE;" however, Michels still relied upon the "Virus" exclusion in the Policy to deny the claim. To date, there has been no indication that Plaintiffs' businesses were exposed to the virus and no employees have tested positive for the virus. Again, the Orders have physically prevented consumers and patrons from accessing and dining in Plaintiffs' establishments. Michels either ignored Plaintiffs' response to the question or changed the response in order to apply the "Virus" exclusion, discovery will bear out which.

36. Similarly, Michels only cited the March 16, 2020 and March 18, 2020 Orders in the denial letter as support of the inapplicability of the additional coverage for Civil Authority. These Orders limited restaurants to take-out or delivery services only and Michels summarily decided that this was sufficient to constitute "access" to the premises without providing any basis. Even though Michels drafted the denial letter on April 2, 2020, he failed to consider the later March "Stay Home Stay Safe" Orders, which further prohibited people from leaving their homes.

37. When requested, Plaintiffs provided sufficient information to Michels so he could fairly and reasonably adjust and evaluate the loss, but he failed to do so. Michels also misrepresented the policy coverages to Plaintiffs. He misrepresented to Plaintiffs that in order to have coverage for Business Income and Civil Authority, they had to have sustained direct physical damage to their

Properties. However, Plaintiffs' Policy covers physical *loss of* the property, not just physical damage. Rather than advising Acadia to pay Plaintiffs' claim, investigating more with respect to the local and state orders or even sending a reservation of rights letter, Michels sent Plaintiffs a denial letter about a week after the claim was made, despite the fact the Policy provides coverage for Plaintiffs' business loss. As result of Michels' misrepresentations, inadequate and outcome-oriented investigation, Plaintiffs have not received any payment for the claim.

38. The foregoing conduct was and is the producing cause(s) of injury and damage to Plaintiffs and Plaintiffs have suffered damages including, without limitation, actual damages, economic damages, and consequential damages. Michels' conduct caused a failure to effectuate a prompt, reasonable settlement of the claim. Moreover, one or more of the foregoing acts or omissions were committed "knowingly" entitling Plaintiffs to seek treble damages pursuant to the Insurance Code.

VII.

CAUSES OF ACTION AGAINST ALL DEFENDANTS FOR CIVIL CONSPIRACY

39. Plaintiffs re-allege the foregoing paragraphs. The Defendants conspired to delay and deny or underpay Plaintiffs' claim. Acadia assigned Michels to investigate Plaintiffs' claim, and the Defendants set out to intentionally conduct an outcome-oriented investigation in order to avoid paying for all of the damages to Plaintiffs' Property covered by the Policy. Michels works for Acadia. The denial letter misrepresenting coverage, as well as the questions sent to Plaintiffs to create a basis for denial via application of various exclusions in the Policy, were either independent acts by Michels in violation of the Insurance Code or a meeting of the minds between Michels and Acadia to accomplish violations of the Insurance Code – the discovery process will bear out which. The Defendants' conspiracy was a proximate cause of Plaintiff's damages.

VIII.
KNOWLEDGE

40. Each of the acts described above, together and singularly, was done "knowingly" by Defendants as that term is used in the Texas Insurance Code and was a producing cause of Plaintiffs' damages described herein.

IX.
DAMAGES

41. Plaintiffs would show that all of the aforementioned acts, taken together or singularly, constitute the proximate and producing causes of the damages sustained by Plaintiffs.

42. For breach of contract, Plaintiffs are entitled to regain the benefit of the bargain, which is the amount of the claim, together with attorney's fees.

43. For noncompliance with the Texas Insurance Code, Unfair Settlement Practices, Plaintiffs are entitled to actual damages, which include the loss of the benefits that should have been paid pursuant to the Policy but for the wrongful denial, court costs, consequential damages not covered by Plaintiffs' Policy and attorney's fees. For knowing conduct of the acts described above, Plaintiffs ask for three times the actual damages. TEX. INS. CODE §541.152.

44. For noncompliance with the Texas Insurance Code, Prompt Payment of Claims, Plaintiffs are entitled to the amount of the claim, as well as eighteen (18) percent interest per annum on the amount of such claim as damages, together with attorney's fees. TEX. INS. CODE §542.060.

45. For breach of the common law duty of good faith and fair dealing, Plaintiffs are entitled to compensatory damages, including all forms of loss resulting from the insurer's breach of duty, such as additional costs, economic hardship, losses due to nonpayment of the amount the insurer owed, and exemplary damages.

46. For the prosecution and collection of this claim, Plaintiffs have been compelled to engage

the services of the attorneys whose names are subscribed to this pleading. Therefore, Plaintiffs are entitled to recover a sum for the reasonable and necessary services of Plaintiffs' attorneys in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

X.

47. In addition, as to any exclusion, condition, or defense pled by Defendant, Plaintiffs would show that:

48. The clear and unambiguous language of the policy provides coverage for business interruption and other losses to the Properties caused by losses made the basis of Plaintiffs' claim;

49. In the alternative, any other construction of the language of the policy is void as against public policy;

50. Any other construction and its use by the Defendant violate the Texas Insurance Code section 541 et. seq. and is void as against public policy;

51. Any other construction is otherwise void as against public policy, illegal, and violates state law and administrative rule and regulation.

52. In the alternative, should the Court find any ambiguity in the policy, the rules of construction of such policies mandate the construction and interpretation urged by Plaintiffs;

53. In the alternative, Defendant is judicially, administratively, or equitably estopped from denying Plaintiffs' construction of the policy coverage at issue;

54. In the alternative, to the extent that the wording of such policy does not reflect the true intent of all parties thereto, Plaintiffs plead the doctrine of mutual mistake requiring reformation.

XI.
REQUEST FOR DISCLOSURES

55. Pursuant to the Texas Rules of Civil Procedure 194, Plaintiffs request that Defendant provide the information required in a Request for Disclosure.

XII.
FIRST REQUEST FOR PRODUCTION TO ACADIA

- 1) Produce the non-privileged portion of Acadia's complete claim file for Plaintiff's Properties relating to or arising out of Plaintiffs' losses for which Acadia opened a claim under the Policy.
- 2) Produce all emails and other forms of communication between Acadia, its agents, adjusters, employees, or representatives and the agent and adjuster, and/or their agents, adjusters, representatives or employees relating to, mentioning, concerning or evidencing the Plaintiff's Policy and/or Properties which are the subject of this suit.
- 3) Underwriting documents and communications, including but not limited to, any and all materials, documents, notations, files, reports, correspondence and/or other communications related to Plaintiff's application/s for coverage, binders, proposals, and the issuance of the policy, including renewals thereof. This request also includes materials, determination and/or method for determining the forms and endorsements to be used in creating the policy. This request also includes information regarding the basis for rating and premium classifications used for Plaintiff. Finally, this request includes any internal communications or guidelines regarding the handling and/or coverage positions of Defendant regarding business interruption and other claims related to the 2019 Novel Coronavirus and/or COVID-19.
- 4) Any and all documents and/or communications from Acadia or any parent, subsidiary or affiliated entities to any third-party, including but not limited to insurance agents and brokers, marketing and/or public relations firms, at any time after December 15, 2019, and relating in any way to coverage or exclusions or denials of coverage for civil authority or for business interruption or business income loss and/ or commercial property coverage mentioning or referencing the 2019 Novel Coronavirus, the pandemic, and/or COVID-19.
- 5) As to each policy provision that You contend in your denial letter of April 2, 2020, limits or bars coverage for Plaintiff for the subject claim, any and all Documents reflecting drafting history of each provision, including changes in policy language and any and all materials, Documents, notations, files, reports, correspondence and/or other Communications Related to actual or proposed changes in policy language
- 6) Any and all Documents reflecting the drafting history, intent and/or regulatory submission and approval or disapproval of regarding the EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA (CP 014007 06), including changes in policy language and any and all materials, documents, notations, files, reports, correspondence and/ or other Communications Related to actual or proposed changes in policy language.

- 7) Any and all Documents and Communications from or relating to or concerning ISO and the EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA (CP 01 40 07 06 and/or CP 01 75 07 06). This request includes Documents and/or Communications relating to the drafting, creation, revision, or analysis of any ISO Insurance Policy forms, terms, or provisions involving the EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA (CP 01 40 07 06 and/or CP 01 75 07 06) and/or any other similar provision, definition, exclusion or endorsement.

XIII.

FIRST REQUEST FOR PRODUCTION TO CHRISTOPHER MICHELS

- 1) Produce Michel's complete claim or adjusting file for Plaintiff's claim.
- 2) Produce all emails and other forms of communication between Acadia, its agents, adjusters, employees, or representatives and Michels and/or her agents, adjusters, representatives or employees relating to, mentioning, concerning or evidencing the claim which is the subject of this suit. This request includes Documents and/or Communications relating to the handling of business interruption and other claims related to the 2019 Novel Coronavirus and/or COVID-19.


XIV.

PRAYER

56. WHEREFORE, PREMISES CONSIDERED, Plaintiffs request that Defendants be cited to appear and answer herein; that, on final hearing, Plaintiffs have judgment against Defendants for an amount, deemed to be just and fair by the jury, which will be a sum within the jurisdictional limits of this Court. Because Plaintiffs must state a range of damages, Plaintiffs plead that the damages will be more than \$1,000,000. Plaintiffs further plead for costs of suit; for interest on the judgment; for pre-judgment interest; and, for such other and further relief, in law or in equity, either general or special, including the non-monetary relief of declaratory judgment against Acadia, to which Plaintiffs may be justly entitled.

Respectfully submitted,

THE LOYD LAW FIRM, P.L.L.C.
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PLAINTIFFS REQUESTS A TRIAL BY JURY

EXHIBIT A



NELSON W. WOLFF
COUNTY JUDGE
PAUL ELIZONDO TOWER
101 W. NUEVA STREET, SUITE 1019
SAN ANTONIO, TEXAS 78205-3482
(210) 335-1326 • FAX (210) 335-2926
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March 13, 2020

DECLARATION OF PUBLIC HEALTH EMERGENCY

WHEREAS, of even date of this declaration of a local state of disaster on behalf of Bexar County, the Mayor of the City of San Antonio has issued a Declaration of Public Health Emergency which is effective as of March 13, 2020;

WHEREAS, I, Nelson W. Wolff am issuing this declaration of public health emergency pursuant to the authority granted to me under the Texas Disaster Act of 1975 to be consistent with the public Declaration issued as of this date by the City of San Antonio and to declare a public health emergency in order to implement certain directives as further set out herein;

WHEREAS, on March 12, 2020, officials from Bexar County/City of San Antonio confirmed the first case of travel-related COVID-19;

WHEREAS, Bexar County will continue to work collaboratively with the Mayor of the City of San Antonio, Mayors of Bexar County's Suburban Cities, Bexar County employees as well as the local health authority to ensure that all appropriate measures are undertaken to limit the spread of COVID-19 within Bexar County;

WHEREAS, pursuant to the Texas Disaster Act of 1975, the County Judge may declare a local state of disaster in and for the County, and may exercise the powers granted therein on an appropriate local scale;

WHEREAS, a declaration of local disaster and public health emergency includes the ability to reduce the possibility of exposure to disease, control the risk, promote health, compel persons to undergo additional health measures that prevent or control the spread of disease, including isolation, surveillance, quarantine, or placement of persons under public health observation, including the provision of temporary housing or emergency shelters for persons misplaced or evacuated and request assistance from the governor of state resources;

WHEREAS, by this declaration, I declare all rules and regulations that may inhibit or prevent prompt response to this threat suspended for the duration of the incident;

WHEREAS, pursuant to the authority granted to the County Judge under the Texas Disaster Act of 1975, I authorize the use of all available resources of state government and political subdivisions to assist in the County's response to this situation; and

WHEREAS, I, Nelson W. Wolff, the County Judge and presiding officer of Bexar County, have determined that in order to remain consistent with the Declaration of

Public Health Emergency issued by the City of San Antonio, extraordinary and immediate measures must be taken to respond quickly, prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be infected or impacted by COVID-19 throughout Bexar County.

NOW, THEREFORE, BE IT DECLARED BY THE COUNTY JUDGE OF THE COUNTY OF BEXAR:

- 1.e That a local state of disaster and public health emergency is hereby declared throughout Bexar County pursuant to §418.108(a) of the Texas Government Code.e
- 2.e Pursuant to §418.108(b) of the Government Code, the state of disaster and public health emergency shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the Bexar County Commissioners Court.e
- 3.e Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster and public health emergency shall be given prompt and general publicity and shall be filed promptly with the County Clerk.e
- 4.e Pursuant to §418.108(d) of the Texas Government Code, this declaration of a local state of disaster and public health emergency activates Bexar County's emergency management plan as well as all appropriate recovery and rehabilitation aspects of the emergency management plan and authorizes the furnishing of aid and assistance as necessary or appropriate.e
- 5.e Pursuant to the authority granted under the laws of the State of Texas, this declaration authorizes Bexar County to take any actions necessary to promote health and suppress disease throughout Bexar County, including quarantine, examining and regulating hospitals, regulating ingress and egress throughout Bexar County and any impacted areas.e
- 6.e Pursuant to the statutory authority vested in me as the presiding officer of the County of Bexar, in coordination and consultation with the Local Health Authority and the City of San Antonio further issue additional guidance and restrictions as set out within the Declaration Regarding Public and Private Gatherings and Related Matters effective until further notice for the duration of this Declaration, attached hereto and incorporated herein as **Exhibit "1."**
- 7.e As the County Judge and presiding officer of the County of Bexar, I further reserve all other authority and powers conferred by state law to respond as necessary to the situation which is the subject of this Declaration.e

This Declaration shall take effect immediately from and after its issuance.

DECLARED this 13th day of March, 2020.

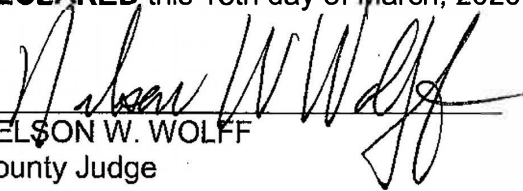

NELSON W. WOLFF
County Judge

Exhibit "1"

Declaration Regarding Public and Private Gatherings and Other Matters

I. Declaration Regarding Public and Private Gatherings:

- 1) The virus that causes COVID-19 is easily transmitted, especially in group settings, and it is essential that the spread of the virus be slowed to protect the ability of public and private health care providers to handle an influx of patients and safeguard public health and safety.
- 2) Because of the risk of the rapid spread of the virus, and the need to protect the most vulnerable members of the community, this Declaration prohibits all indoor public and private gatherings and outdoor gatherings within an enclosed space of 500 persons or more anywhere in Bexar County beginning at 11:30 AM on March 13, 2020 and continuing for seven (7) days, unless extended consistent with requirements of state law.
- 3) For all other gatherings, it is strongly recommended that social distancing protocols established by the United States Centers for Disease Control and Prevention (CDC) and found within the "Implementation of Mitigation Strategies for Communities with Local COVID-19 Transmission" issued by the United States Centers for Disease Control and Prevention ("CDC") on or around March 11, 2020 (available online at: www.cdc.gov/coronavirus/2019ncov/downloads/community-mitigation-strategy.pdf), including canceling, rescheduling, or not attending events with more than 250 persons.
- 4) Further, organizations that serve high-risk populations (defined below) should follow CDC guidance for social distancing.
- 5) Definitions and further guidance:
 - a) For purposes of this Declaration, a "Mass Gathering" is any event or convening, subject to the exceptions and clarifications below, that brings together or is likely to bring together five hundred (500) or more persons at the same time in a single room or other single confined or enclosed space, such as, by way of example and without limitation, an auditorium, theatre, stadium (indoor or outdoor), arena or event center, meeting hall, conference center, large cafeteria, or any other confined indoor or confined outdoor space.
 - b) A "Mass Gathering" includes events in confined outdoor spaces, which means an outdoor space that (i) is enclosed by a fence, physical barrier,

or other structure and (ii) where people are present and they are within arm's length of one another for extended periods.

c.e This Declaration also does not prohibit gatherings of people in multiple,e separate enclosed spaces in a single building such as a multiplex moviee theater, so long as 500 people are not present in any single space ase the same time. This Declaration also does not prohibit use of enclosede spaces where 500 or more people may be present at different timese during the day, so long as 500 or more people are not present in thee space at the same time. For any gathering covered by this subsectione compliance with Social Distancing Recommendations, including providinge hand sanitizer and tissues and increasing cleaning of commonly touchee surfaces is strongly encouraged.e

d.e For purposes of clarity, a "Mass Gathering" does not include the following:e (i) San Antonio International Airport; (ii) public or private schools and placee of worship; (iii) museums (so long as visitors are generally are not withine arm's length of one another for extended periods); (iv) spaces where 500e or more persons may be in transit or waiting for transit such as buse stops;(v) office space, hotels, or residential buildings; (vi) grocery stores,e shopping malls, outdoor markets, or other retail establishments wheree large numbers of people are present but it is unusual for them to be withine arm's length of one another for extended periods; (vii) hospitals, medicale facilities and shelters; and (viii) jails and detention centers. In all suche settings, it is recommended that the public follow Social Distancinge Recommendations, and harm reduction measures such as hand sanitizere and tissues should be provided when possible. However, any specifice large gathering space that is part of any building included in thise subparagraph d. is subject to the prohibition on Mass Gatherings if thee space holds 500 or more people.e

e.e "High-Risk Populations" include people who are:e

- 60 years old and older;e
- People with certain health conditions such as heart disease,e lung disease, diabetes, kidney disease and weakened immunee systems;e
- People who are pregnant or were pregnant in the last two weeks.e
- People experiencing homelessness.e

6.e The Local Health Authority and Director of Health may update restrictions sete out in this Exhibit as necessary to respond to the evolving circumstances ofe

this outbreak during the duration of the next 7 days and any extension by the Bexar County Commissioners Court.

- II. I hereby direct Bexar County officials and medical staff to work together to implement enhanced screening and monitoring processes and procedures for detection of COVID-19 in our inmate population at the Bexar County Adult Detention Center in order to mitigate risk to county staff and the public to include appropriate screening prior to entry, during detention and prior to release;
- III. All jury panels in County courts-at-law, district courts, Justice of the Peace courts and the City of San Antonio municipal courts are hereby suspended by special order of Administrative Judge Ron Rangel; and
- IV. Due to the public health emergency, I hereby direct that Bexar County rental property owners temporarily suspend evictions for at least the next 30 days to prevent renters from being displaced.

FILE INFORMATION

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RECORDS OF BEXAR COUNTY

LUCY ADAME – CLARK

BEXAR COUNTY CLERK

Total Fees: \$0.00



ORDER

BY

THE COUNTY JUDGE OF TRAVIS COUNTY

County Judge Order No. 2020-5: Relating the Declaration regard COVID-19

Whereas, on March 6, 2020, a Declaration of Local Disaster was issued by Travis County Judge Sarah Eckhardt to allow the County of Travis ("County" or "Travis County"), Texas to take measures to reduce the possibility of exposure to COVID-19 and promote the health and safety of Travis County residents; and

Whereas, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott to take additional steps to prepare for, respond to, and mitigate the spread of COVID-19 to protect the health and welfare of Texans; and

Whereas, the COVID-19 virus is contagious and spreads through person-to-person contact, especially in group settings; and

Whereas, on March 15, 2020, the Centers for Disease Control and Prevention ("CDC") recommended that organizers (whether groups or individuals) cancel or postpone in-person events that consist of 50 people or more throughout the United States; and

Whereas, on March 16, 2020, President Trump acknowledged the gravity of the COVID-19 pandemic, releasing strict new guidelines to limit people's interactions, including that Americans should avoid groups of more than 10 people; and

Whereas, on March 19, 2020, Governor Abbott issued Executive Order GA 08 Relating to COVID-19 Preparedness and Mitigation stating people shall avoid social gatherings in groups of more than 10 people and closed all schools until April 3, 2020; and

Whereas, on March 20, 2020 and on March 21, 2020, due to the substantial risks to the public, County Judge issued orders deeming it in the public interest to prohibit anywhere in the City of Austin, Social Gatherings of more than 10 people; to prohibit gatherings of more than 10 people for other than social purposes, unless social distancing could be maintained and controlled and to identify critical infrastructure;

Whereas, based in part on credible modeling by University of Texas Austin, further restriction of movement of persons is necessary to reduce the substantial risk of harm to the public and, therefore, as long as this Order is in effect, all individuals anywhere in the Travis County are required to shelter in place, except to perform certain essential activities, or to perform work in or obtain service from an Essential Business, Essential Government Functions or service, or in Critical Infrastructure.

NOW THEREFORE, I, COUNTY JUDGE OF TRAVIS COUNTY, PURSUANT TO THE AUTHORITY VESTED BY TEXAS GOVERNMENT CODE CHAPTER 418, HEREBY FIND AND ORDER THAT:

SECTION 1. Stay at Home or Place of Residence. All individuals currently living within Travis County, including but not limited to all of the cities and municipalities within the boundaries of Travis County and specifically listed in Exhibit A, are ORDERED to shelter at their place of residence except as allowed by this Order. All persons may leave their residences only to perform certain Essential Activities, or to perform or obtain services from Essential Businesses, Government Functions or services, or Critical Infrastructure as defined below. The County Judge deems it is in the public interest to issue this Order and it is effective as of 11:59 p.m. on March 24, 2020, and continuing until 11:59 p.m. on April 13, 2020, unless terminated or modified by a subsequent Order.

SECTION 2. Non-Essential Business operations must cease. All businesses or operations with facilities in Travis County, except Essential Businesses as defined below, are required to cease all activities within the County except Minimum Basic Operations as defined below and operations consisting exclusively of employees or contractors performing activities at their own residences (i.e., working from home).

All **Essential Businesses, Essential Government Functions and services, and Critical Infrastructure** are strongly encouraged to remain open and operate within the requirements of Exhibit B to the greatest extent feasible.

SECTION 3. Prohibited Activities. All public and private gatherings of any number of people occurring outside a single household or dwelling unit are prohibited, except for the Essential Activities or to perform or obtain services from an Essential Business, Government Function or services, or Critical Infrastructure, as defined below. Nothing in this Order prohibits the gathering of members of a household within the household's dwelling unit.

SECTION 4. Travel. All travel, including, but not limited to, travel on foot, bicycle, scooter, motorcycle, automobile, or public transit is prohibited, except for purposes of Essential Activities or to perform or obtain services from an Essential Business, Government Function or service, or Critical Infrastructure, as defined below. To the greatest extent feasible, people riding on public transit shall comply with Requirements in Exhibit B.

SECTION 5. Prior Orders. This Order is issued in accordance with and incorporates by reference declarations, findings, and recitations set out in the preamble to this Order and prior Orders issued by County Judge Eckhardt except that where any such previous Orders or Declarations are in conflict with this Order, this Order prevails.

SECTION 6. Definitions and Exemptions.

- a. **Individuals experiencing homelessness** are exempt from this Order except that, to the extent individuals are using shared or outdoor spaces, they shall, to the greatest extent feasible, maintain social distancing of at least six feet from any other person, consistent with the Social Distancing Requirements, as defined in Exhibit B. Individuals experiencing homelessness are strongly urged to obtain shelter. Governmental and other entities are strongly urged to make such shelter available as soon as possible and to the maximum extent practicable and to use COVID-19 risk mitigation practices in their operation.

- b. **Essential Activities.** For purposes of this Order, individuals may leave their residence only to perform any of the following “Essential Activities.” But people at high risk of severe illness from COVID-19 and people who are sick are urged to stay in their residence to the extent possible, except as necessary to seek medical care.
- i. **For Health and Safety.** To engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members (including, but not limited to, pets), such as, by way of example only and without limitation, seeking emergency services, obtaining medical supplies or medication, or visiting a health care professional;
 - ii. **For Necessary Supplies and Services.** To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others, such as, by way of example only and without limitation, groceries and food, including pet supplies and food, supplies they need to work from home, household consumer products, and products necessary to maintain the safety, sanitation, and essential operation of residences;
 - iii. **For Outdoor Activity.** To engage in outdoor activity, such as, by way of example and without limitation, walking, hiking, or running provided the individuals comply with Requirements as set forth in Exhibit B. ;
 - iv. **For Certain Types of Work.** To perform work providing essential products and services at an Essential Business, Government Service, or Critical Infrastructure, or to otherwise carry out activities specifically permitted in this Order, including Minimum Basic Operations; or
 - v. **To Take Care of Others.** To care for a family member or pet in another household.
 - vi. **To perform or obtain services from an Essential Business, Government Function or service, or Critical Infrastructure,** as defined in this Order.
 - vii. **To return home** from or to another jurisdiction (i.e. returning home from a closing university).
- c. **Essential Government Functions.** “Essential Government Functions” means all services, including necessary administrative and support services, needed to ensure the continuing operation of the government agencies and provide for the health, safety and welfare of the public and all agencies that provide for the health, safety and welfare of the public. Each government body shall determine its Essential Government Functions and identify employees and/or contractors necessary to the performance of those functions. Essential Government Functions of Travis County are listed in Exhibit D. To the extent feasible, all Essential Governmental Functions shall be performed in

compliance with the Requirements in Exhibit B. This Order does not apply to the Federal or State Government.

- d. **Essential Critical Infrastructure:** Essential Critical Infrastructure means all public and private facilities and assets, including both physical and cyber systems, and other functions and sectors vital to the security, governance, public health, safety, and economic continuity of the County of Travis, and municipalities set forth in Exhibit A; and is set forth in Exhibit C; and
- e. **Essential Businesses.** For the purposes of this Order, “Essential Businesses” means:
 - i. **Healthcare Operations.** Healthcare Operations includes but is not limited to hospitals, clinics, dentists, pharmacies, pharmaceutical and biotechnology companies, other healthcare facilities, healthcare suppliers, mental health providers, substance abuse service providers, blood banks, medical research, laboratory services, or any related and/or ancillary healthcare services. Home-based and residential-based care for seniors, adults, or children are also considered healthcare operations. Healthcare operations also includes veterinary care and all health and welfare services provided to animals. This exemption shall be viewed broadly to avoid any impacts to the delivery of healthcare. Healthcare operations do not include fitness and exercise gyms and similar facilities. Healthcare operations do not include elective medical, surgical, and dental. Healthcare operations do not include retail outlets selling electronic cigarette products and cannabidiol products;
 - ii. **Stores that sell Groceries and Certain Other Essential Supplies.** Grocery stores, supermarkets, big-box stores, farmers’ markets, food banks, convenience stores, liquor stores, and other establishments engaged in the retail sale of canned food, dry goods, fresh fruits and vegetables, pet supplies, fresh meats, fish, and poultry, and any other household consumer products (such as cleaning and personal care products). This includes stores that sell groceries and also sell other non-grocery products, and products necessary to maintaining the safety, sanitation, and essential operation of residences;
 - iii. **Food Cultivation.** Food cultivation, including farming, livestock, and fishing;
 - iv. **Social Services and Charitable Organizations.** Businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals;
 - v. **News Media.** Newspapers, television, radio, and other news media services;
 - vi. **Gas Stations and Businesses Needed for Transportation.** Gas stations, automobile dealerships, auto-manufacturing and assembly, auto-supply, auto-repair, and other related facilities;

- vii. **Financial Institutions.** Banks and related financial institutions, consumer lenders, sales and finance lenders, credit unions, appraisers, title companies;
- viii. **Hardware and Supply Stores.** Hardware stores and businesses that sell electrical, plumbing, and other material necessary to support Essential Businesses, Critical Infrastructure, and Essential Government Functions;
- ix. **Critical Trades.** Plumbers, electricians, exterminators, pool cleaners, and other service providers only to the extent that services are necessary to maintaining the safety, sanitation, and essential operation of residences, essential activities, Essential Businesses, Essential Government Services, and Critical Infrastructure, including but not limited to utilities such as electricity, gas, water and wastewater, and other public works. Critical Trades does not include discretionary maintenance or improvements;
- x. **Mail and Delivery Services.** Businesses providing mailing and shipping services, including post office boxes;
- xi. **Educational Institutions.** Educational institutions—including public and private K-12 schools, colleges, and universities—for purposes of temporarily closing facilities including dormitories, facilitating distance learning or performing critical research or essential functions, provided the Requirements in Exhibit B are maintained to the greatest extent possible;
- xii. **Restaurants for Consumption Off-Premises.** Restaurants and other facilities that prepare and serve food, but only for delivery or carry out. Schools and other entities that typically provide free food services to students or members of the public may continue to do so under this Order on the condition that the food is provided to students or members of the public on a pick-up and takeaway basis only. Schools and other entities that provide food services under this exemption shall not permit the food to be eaten at the site where it is provided, or at any other gathering site;
- xiii. **Supplies to Work from Home.** Businesses that supply products needed for people to work from home;
- xiv. **Supplies and Service for Essential Businesses, Critical Infrastructure and Essential Government Functions.** Businesses or services that supply other Essential Businesses, Critical Infrastructure, and Essential Government Functions with the support or supplies necessary to operate; including but not limited to janitorial services, laundry services, computers, audio and video electronics, hardware, paint, electrical and plumbing material, sanitary equipment, medical equipment, and food and beverages and must comply with the requirements for Exhibit B;
- xv. **Food Delivery Services.** Businesses that ship or deliver groceries, food, goods or services directly to residences;

- xvi. **Transportation.** Airlines, taxis, and other private transportation providers (such as Uber and Lyft) that provide transportation services necessary for the performance of essential activities, Essential Businesses, Critical Infrastructure, Essential Government Functions, and Essential Travel.
- xvii. **Home-Based Care and Services.** Home-based care for seniors, adults, or children, including caregivers who may travel to provide care;
- xviii. **Residential Facilities and Shelters.** Residential facilities and shelters for seniors, adults, children and animals;
- xix. **Professional Services.** Professional services, such as legal or accounting services, insurances services, and real estate services when necessary to assist in compliance with legally mandated activities and only to the extent that service can be provided with Minimum Basic Operations as defined below;
- xx. **Information Technology Services/Telecommunications Services.** IT and IT services and their essential services vendors, including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, web-based services, and critical manufacturing, as well as,- telecommunications services, internet access and broadband/communications services; and
- xxi. **Childcare Facilities.** Childcare facilities providing services that enable employees exempted in this Order to work as permitted. To the extent possible, childcare facilities must operate under the following mandatory conditions:
 - 1. Childcare must be carried out in stable groups of 10 or fewer (“stable” means that the same 10 or fewer children are in the same group each day).
 - 2. Children shall not change from one group to another.
 - 3. If more than one group of children is cared for at one facility, each group shall be in a separate room. Groups shall not mix with each other.
 - 4. Childcare providers shall remain solely with one group of children.
- xxii. **Moving Supply Services.** Businesses that provide residential and/or commercial moving services and necessary moving supplies; and
- xxiii. **Hotels and Motels.** Hotels and motels, to the extent used for lodging or delivery or carry-out food services; and
- xxiv. **Funeral Services.** Funeral, mortuary, cremation, burial, cemetery, and related services, provided that social distancing of six feet per person is maintained to the greatest extent possible; and

- f. **Minimum Basic Operations.** For the purposes of this Order, “Minimum Basic Operations” include the following, provided that employees comply with Requirements in Exhibit B while carrying out such operations:
- i. The minimum necessary activities to maintain the value of the business’s inventory, ensure security, process payroll and employee benefits, or for related functions; or
 - ii. The minimum necessary activities to facilitate employees and clients of the business being able to continue to work and to receive services remotely from their residences.
- g. **Residences.** For purposes of this Order, residences include hotels, motels, shared rental units, and similar facilities.

SECTION 7. The County Judge SUSPENDS all deadlines imposed by local law, rule, or other regulation until May 1, 2020.

SECTION 8. That the Travis County Sheriff’s Office, the Travis County Fire Marshal’s Office, and other peace officers, are hereby authorized to enforce this order. A violation of this order may be punishable through criminal or civil enforcement. A violation of this order is a misdemeanor punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days, or both fine and confinement. A violation of this order may be enforced by the filing of a probable cause affidavit alleging the criminal violation with the appropriate court or by issuing a citation to the person violating, that contains written notice of the time and place the person must appear before a magistrate of this state, the name and address of the person charged, and the offense charged.

SECTION 9. The Austin Public Health Department and the Travis County Clerk will post this Order on their website. In addition, the owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and to provide a copy to any member of the public asking for a copy. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remainder of this Order and its application.

SECTION 10. Savings Clause. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

SECTION 11. This Order incorporates by reference the following:

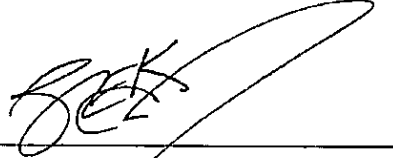
Exhibit A: List of Cities and Municipalities Within Travis County Jurisdiction Covered by this Order

Exhibit B: Recommendations and Requirements by the Austin Travis/ County Health Authority

Exhibit C: Critical Infrastructure Definition and Obligations

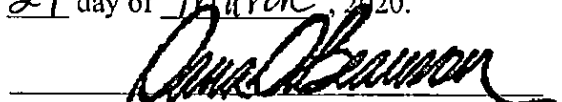
Exhibit D: Essential Government Functions for Travis County

ORDERED this the 24th day of March, 2020, in the County of Travis, Texas.



County Judge
County of Travis, Texas

Filed with the Clerk of Travis County, this 24th day of March, 2020.



Dana, DeBeauvoir, County Clerk

**Exhibit A: List of Cities and Municipalities within Travis County
Jurisdiction covered by the Order**

- City of Austin
- City of Bee Cave
- City of Cedar Park
- City of Creedmoor
- City of Elgin
- City of Jonestown
- City of Lago Vista
- City of Lakeway
- City of Leander
- City of Manor
- City of Mustang Ridge
- City of Pflugerville
- City of Rollingwood
- City of Round Rock
- City of Sunset Valley
- City of West Lake Hills
- Village of Briarcliff
- Village of Point Venture
- Village of San Leanna
- Village of The Hills
- Village of Volente
- Village of Webberville

Exhibit B: Austin/Travis County Health Authority Requirements and Recommendations

1) COVID-19 Positive Individuals, Suspected Positives, those being tested, and Household Members

- COVID-19 Positive Individuals, Suspected Positives, those currently being tested, and Untested Individuals with cough and/or fever:
 - Prohibited from leaving residence without a surgical or similar mask to prevent the spread to others.
 - The following activities are permitted while wearing a mask:
 - Seeking emergency medical care related or unrelated to COVID-19. In doing so, you shall notify first responders at the time of the call to 9-1-1 or prior to presentation to other healthcare resources.
 - Walking or exercising alone in the immediate vicinity of your residence.
 - Prohibited from leaving Travis County without prior notification to Austin Public Health.
 - Shall practice social distancing within the residence, observe hygiene practices for prevention of household spread in accordance with CDC guidelines
 - Shall notify Austin Public Health if the residence does not allow for physical separation from other household contacts (separate room)
 - Shall notify Austin Public Health if a member of your household is over the age of 60 and/or if they have underlying medical conditions identified by the CDC of increasing the risk of complications from COVID-19
 - Shall remain in home quarantine for no less than 7 days following the onset of their illness and at least three days (72 hours) after the conclusion of their illness (resolution of fever without medications and improvement in cough and shortness of breath).
- Household Members of COVID-19 Positive Individuals, Suspected Positives, those currently being tested, or Untested Individuals with cough and/or fever.
 - Prohibited from leaving residence without a surgical or similar mask to prevent the spread to others.
 - The following activities are permitted while wearing a mask:
 - Seeking emergency medical care related or unrelated to COVID-19. In doing so, you shall notify first responders at the time of the call to 9-1-1 or prior to presentation to other healthcare resources.
 - Walking or exercising alone in the immediate vicinity of your residence.
 - Prohibited from leaving Travis County without prior notification to Austin Public Health.
 - Shall practice social distancing within the residence, observe hygiene practices for prevention of household spread in accordance with CDC guidelines
 - Shall notify Austin Public Health if the residence does not allow for physical separation from other household contacts (separate room)
 - Shall notify Austin Public Health or your Primary Care Provider if you develop symptoms consistent with COVID-19 as defined by the CDC.
 - Shall remain in home quarantine for no less than 14 days following the last exposure to individuals with confirmed or suspected COVID-19.

2) Vulnerable Populations Shall: Limit Outings

- Vulnerable populations include people who:
 - Are 60 years old and older; or
 - Have certain health conditions such as heart disease, lung disease, diabetes, kidney disease, Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), and weakened immune systems.
- For vulnerable populations, don't go to group gatherings unless it is essential. If you can telecommute, you should. Avoid people who are sick.

2) Workplace and Businesses If Allowed Shall Minimize Exposure

- Suspend nonessential employee travel.
- Prohibit employees working within six (6) feet of one another unless necessary to provide continuity of essential services, including minimizing or canceling in-person meetings and conferences.
- Require employees to stay home when they are sick and maximize flexibility in sick leave benefits.
- Permit sick employees to stay home without providing a doctor's note.
- Utilize telecommuting options to minimize person-to-person interaction.
- Alter schedules for employees so not all employees are present at one time but are present at alternative days and times, unless necessary to provide continuity of essential services.
- Shall ensure that queuing inside and outside of the business or workplace can maintain six (6) feet of separation between customers.

3) Allowable Events

- Cancel or postpone all gatherings.
- Do not attend any events or gatherings if sick.
- For events that aren't cancelled, we require:
 - Having hand washing capabilities, hand sanitizers, and tissues available;
 - Frequently cleaning high-touch surface areas like countertops, doorknobs, and handrails; and
 - Finding ways to create physical space (minimize of six (6) feet between people) to minimize close contact as much as possible.

4) Schools and Daycare: Safety First

- Do not have your child attend school or daycare if sick.
- If you have a child with chronic health conditions, consult the child's doctor about school and daycare attendance.
- Frequent re-education of students and staff regarding personal hygiene measures (handwashing, etc.) and ensuring that appropriate signs are posted.
- Schools shall equip all classrooms with hand sanitizers and tissues.
- Reschedule or cancel events that are not essential, even if the events would otherwise comply with the Order.
- Explore remote teaching and online options to continue learning.

- Schools should develop a plan for citywide school closures and families should prepare accordingly, including preparation for the possibility of closure for the remainder of the academic year.

5) Grocery Stores and Pharmacies

- Increase the use and capability of drive-thru, curbside, or delivery services.
- Limit or restrict the number of customers permitted in a store at one time.
- Minimize the number of employees working within six (6) feet of one another.
- Provide hand washing capabilities, hand sanitizers, and tissues.
- Frequently clean high-touch surface areas like countertops, doorknobs, and handrails with CDC recommended surface cleaners for COVID-19.
- Shall ensure that queuing inside and outside of the business or workplace can maintain six (6) feet of separation between customers.

Exhibit C: Critical Infrastructure Designations and Obligations

1. **“Critical Infrastructure”** is defined as all public and private facilities and assets, including both physical and cyber systems, and other functions and sectors vital to the security, governance, public health, safety, and economic continuity of Travis County.
2. Critical Infrastructure, includes but is not limited to the following:
 - a. banking and financial institutions;
 - b. transit and transit facilities, transportation services, equipment and facilities;
 - c. power, water, telecommunications, natural gas, public utilities and sanitation services;
 - d. critical manufacturing including primary metals, machinery, electrical equipment and components, health and safety products and equipment, and transportation equipment;
 - e. information and communications, including press;
 - f. emergency services;
 - g. public health and medical services;
 - h. fire and law enforcement;
 - i. public works;
 - j. agriculture and food;
 - k. airport facilities and operations;
 - l. sanitation services;
 - m. government buildings or facilities.
 - n. Construction, including public works construction, and construction of affordable housing or housing for individuals experiencing homelessness, social services construction, and other construction that supports essential uses, including essential businesses, government functions, or critical infrastructure, or otherwise as required in response to this public health emergency; and

3. RECOMMENDATIONS FOR EMPLOYEES:

- a. Employees who work in and around Critical Infrastructure should refrain from reporting to work when falling within any of the following criteria and should follow the initial self-quarantine recommendations:
 - i. Has signs or symptoms of a respiratory infection, such as a cough, shortness of breath, or sore throat;
 - ii. Has a fever greater than 99.6°F;
 - iii. In the previous 14 days has had contact with someone with a confirmed diagnosis of COVID-19 and did not have the appropriate personal protective equipment designated by the Centers for Disease Control and Prevention (CDC); is under investigation for COVID-19; or is ill with a respiratory illness; or
 - iv. has traveled to an area the World Health Organization or CDC considers a “Hotspot.”

4. REQUIREMENTS FOR EMPLOYERS:

- a. Employers include public and private employers located and operating in and out of Critical Infrastructure. To prevent stigma and discrimination in the workplace, employers shall only adhere to the recommendations described in this Order to determine risk of COVID-19. Employers should contact their own human resources advisors and shall not make determinations of risk based on race, color, religion, sex, sexual orientation, gender identity, age, familial status, disability, marital status, student status, creed, national origin. To the extent possible, employers should maintain confidentiality of people with suspected or confirmed COVID-19.
- b. Employers shall follow the Requirements and Recommendations in Exhibit B, as applicable.
- c. Employers shall only allow persons in and around Critical Infrastructure that are: (1) essential employees not subject to any of the criteria in 3.a. above, (2) customers or members of the public to the extent Social Distancing can be maintained and the Recommendations in Exhibit A are followed, and (3) persons with legal authority to enter such as law enforcement.
- d. Prior to allowing employees into its facility, employers shall ask all employees if they meet any of the criteria in 3.a. above, and shall direct employees to return home if the employee is exhibiting symptoms and presenting a threat of infecting other employees at the Critical Infrastructure facility.
- e. Employers shall immediately separate an employee who becomes sick or demonstrates a temperature greater than 99.6°F while at work from other employees and send that employee home.
- f. Human resources departments at Critical Infrastructure facilities shall create alternate work plans to help employees remain productive while keeping the workforce safe and healthy.
- g. Employers are strongly encouraged to require employees (either those exhibiting symptoms or all employees) to undergo non-invasive temperature readings prior to entering a Critical Infrastructure facility; however, **employers are not mandated to take the temperature of employees prior to entrance to its facility**. If the employer does take employees' temperatures and/or has first-hand knowledge that the employee's temperature exceeds 99.6°F, then the employer shall prohibit the employee from entering the facility or property.
- h. Employers shall create and implement an infectious disease response plan

5. FUTURE REQUIREMENTS FOR TEMPERATURE SCREENING OF CRITICAL INFRASTRUCTURE EMPLOYEES.

When there are sufficient supplies and a need is determined by the Health Authority, it may be ordered that employers screen the temperature of all employees entering facilities. Notice of this requirement will be posted on Austin/Travis County Public Health Authority and the Travis County websites. Whenever possible, the Health Authority will attempt to provide written notice by email to impacted entities

Exhibit D: Essential Functions or Services of Travis County

Essential Government Functions” means all services, including necessary administrative or other support services, needed to ensure the continuing operation of the government agencies and provide for the health, safety and welfare of the public and all agencies that provide for the health, safety and welfare of the public.

Each government body shall determine its Essential Government Functions and identify employees and/or contractors necessary to the performance of those functions.

To the extent feasible, all Essential Governmental Functions shall be performed in compliance with the Requirements in Exhibit B. This Order does not apply to the Federal or State Government.

Essential Governmental Functions include, but are not limited:

- a. transit and transit facilities, transportation services, equipment and facilities;
- b. power, water, telecommunications, natural gas, public utilities, janitorial and sanitation services;
- c. information and communications, including new media and press;
- d. emergency services;
- e. public health and medical services;
- f. fire and law enforcement; including corrections;
- g. public works;
- h. court operations, such as community supervision and pre-trial service, clerk, court reporters
- i. critical road, equipment, technology and infrastructure maintenance or repair



202080467

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Mar 24, 2020 12:36 PM

Fee: \$0.00

MARTINE

Came to hand and posted on a Bulletin Board in the Courthouse,
Austin, Travis County, Texas on this the 24th day of

March 20 20

Dana DeBeauvoir

County Clerk, Travis County, Texas

By

E. Martinez

Deputy

E. MARTINEZ

County Judge Order No. 2020-05
Exhibit D: Essential Government Functions





GOVERNOR GREG ABBOTT

March 31, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE

2 PM O'CLOCK

MAR 31 2020


Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

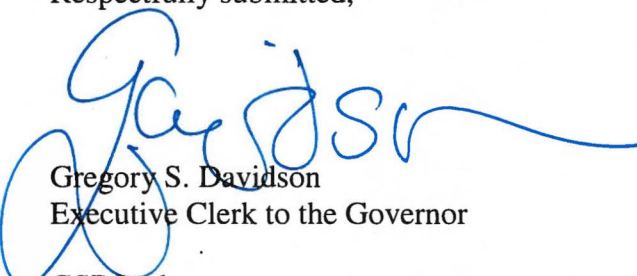
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-14 relating to statewide continuity of essential services
and activities during the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
March 31, 2020

EXECUTIVE ORDER GA 14

*Relating to statewide continuity of essential services and activities
during the COVID-19 disaster.*

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued numerous executive orders and suspensions of Texas laws in response to the COVID-19 disaster, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain obligations for Texans in accordance with the President's Coronavirus Guidelines for America, as promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC) on March 16, 2020, which called upon Americans to take actions to slow the spread of COVID-19 for 15 days; and

WHEREAS, Executive Order GA-08 is subject to expiration at 11:59 p.m. on April 3, 2020, absent further action by the governor; and

WHEREAS, on March 29, 2020, to avoid scenarios that could lead to hundreds of thousands of deaths, the President announced that, based on advice from Dr. Anthony Fauci and Dr. Deborah Birx, the restrictive social-distancing Guidelines should extend through April 30, 2020; and

WHEREAS, DSHS Commissioner Dr. Hellerstedt and White House Coronavirus Response Coordinator Dr. Birx say that the spread of COVID-19 can be reduced by minimizing social gatherings; and

WHEREAS, all government entities and businesses should be allowed to continue providing essential services during the COVID-19 disaster, and all critical infrastructure should be allowed to remain operational; and

WHEREAS, the “governor is responsible for meeting ... the dangers to the state and people presented by disasters” under Section 418.011 of the Texas Government Code, and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the “governor may issue executive orders ... hav[ing] the force and effect of law;” and

WHEREAS, under Section 418.016(a), the “governor may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business ... if strict compliance with the provisions ... would in any way prevent, hinder, or delay necessary action in coping with a disaster;” and

WHEREAS, under Section 418.017(a), the “governor may use all available resources of state government and of political subdivisions that are reasonably necessary to cope with a disaster;” and

WHEREAS, under Section 418.018(c), the “governor may control ingress and egress to and from a disaster area and the movement of persons and the occupancy of premises in the area;” and

WHEREAS, under Section 418.173, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable by a fine not to exceed \$1,000, confinement in jail for a term not to exceed 180 days, or both fine and confinement.

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective 12:01 a.m. on April 2, 2020, and continuing through April 30, 2020, subject to extension based on the status of COVID-19 in Texas and the recommendations of the CDC and the White House Coronavirus Task Force:

In accordance with guidance from DSHS Commissioner Dr. Hellerstedt, and to achieve the goals established by the President to reduce the spread of COVID-19, every person in Texas shall, except where necessary to provide or obtain essential services, minimize social gatherings and minimize in-person contact with people who are not in the same household.

“Essential services” shall consist of everything listed by the U.S. Department of Homeland Security in its Guidance on the Essential Critical Infrastructure Workforce, Version 2.0, plus religious services conducted in churches, congregations, and houses of worship. Other essential services may be added to this list with the approval of the Texas Division of Emergency Management (TDEM). TDEM shall maintain an online list of

home unless they are essential services that cannot be provided through remote telework. If religious services cannot be conducted from home or through remote services, they should be conducted consistent with the Guidelines from the President and the CDC by practicing good hygiene, environmental cleanliness, and sanitation, and by implementing social distancing to prevent the spread of COVID-19.

In accordance with the Guidelines from the President and the CDC, people shall avoid eating or drinking at bars, restaurants, and food courts, or visiting gyms, massage establishments, tattoo studios, piercing studios, or cosmetology salons; provided, however, that the use of drive-thru, pickup, or delivery options for food and drinks is allowed and highly encouraged throughout the limited duration of this executive order.

This executive order does not prohibit people from accessing essential services or engaging in essential daily activities, such as going to the grocery store or gas station, providing or obtaining other essential services, visiting parks, hunting or fishing, or engaging in physical activity like jogging or bicycling, so long as the necessary precautions are maintained to reduce the transmission of COVID-19 and to minimize in-person contact with people who are not in the same household.

In accordance with the Guidelines from the President and the CDC, people shall not visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities unless to provide critical assistance as determined through guidance from the Texas Health and Human Services Commission.

In accordance with the Guidelines from the President and the CDC, schools shall remain temporarily closed to in-person classroom attendance and shall not recommence before May 4, 2020.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts essential services allowed by this executive order or allows gatherings prohibited by this executive order. I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

This executive order supersedes Executive Order GA-08, but not Executive Orders GA-09, GA-10, GA-11, GA-12, or GA-13, and shall remain in effect and in full force until April 30, 2020, unless it is modified, amended, rescinded, or superseded by the governor.



Given under my hand this the 31st day of
March 2020

Governor Greg Abbott
March 31, 2020

Executive Order GA-14
Page 4

ATTESTED BY:



RUTH R. HUGHS
Secretary of State