

UNPUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 21-1362

SUMMIT HOSPITALITY GROUP, LTD,

Plaintiff - Appellant,

v.

THE CINCINNATI INSURANCE COMPANY,

Defendant – Appellee.

UNITED POLICYHOLDERS,

Amicus Supporting Appellant.

Appeal from the United States District Court for the Eastern District of North Carolina, at
Raleigh. Terrence W. Boyle, District Judge. (5:20-cv-00254-BO)

Submitted: June 2, 2022

Decided: June 9, 2022

Before NIEMEYER, THACKER, and HARRIS, Circuit Judges.

Affirmed by unpublished per curiam opinion.

ON BRIEF: Gregg E. McDougal, William R. Hartzell, MCDUGAL LAW FIRM, PLLC, Raleigh, North Carolina; J. Jerome Hartzell, Raleigh, North Carolina, for Appellant. Daniel G. Litchfield, Alan I. Becker, Brian M. Reid, Michael P. Baniak, Laurence J.W.

Tooth, LITCHFIELD CAVO, LLP, Chicago, Illinois; Andrew A. Vanore, III, Skylar J. Gallagher, BROWN, CRUMP, VANORE & TIERNEY, PLLC, Raleigh, North Carolina, for Appellee. Jad Khazem, Allison Hawkins, Washington, D.C., Rani Gupta, Sylvia Huang, COVINGTON & BURLING LLP, Palo Alto, California, for Amicus United Policyholders.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

Summit Hospitality Group, Ltd. (“Summit”) appeals the district court’s order granting The Cincinnati Insurance Company’s (“Cincinnati”) Fed. R. Civ. P. 12(b)(6) motion to dismiss Summit’s claims stemming from Cincinnati’s denial of insurance benefits Summit asserts Cincinnati owed it to cover business loss Summit incurred during the COVID-19 pandemic. We have reviewed the record and find no reversible error. Accordingly, we affirm the district court’s order. *See Summit Hosp. Grp., Ltd. v. Cincinnati Ins. Co.*, No. 5:20-cv-00254-BO (E.D.N.C. March 4, 2021); *see also Uncork & Create LLC v. Cincinnati Ins. Co.*, 27 F.4th 926, 933-34 (4th Cir. 2022) (holding that insurance “policy’s coverage for business income loss and other expenses d[id] not apply to [plaintiff’s] claim for financial losses [caused by the COVID-19 pandemic] in the absence of any material destruction or material harm to its covered premises” and further “observ[ing] that our holding is consistent with the unanimous decisions by our sister circuits, which have applied various states’ laws to similar insurance claims and policy provisions”).

We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before this court and argument would not aid the decisional process.

AFFIRMED