

SUPREME COURT
STATE OF NEW YORK COUNTY OF ONONDAGA

ENDODONTIC ASSOCIATES, P.C.,

Plaintiff,

VERIFIED COMPLAINT

-against-

Index No.

TRUMBULL INSURANCE COMPANY,

Defendant.

Plaintiff, Endodontic Associates, P.C. (“Plaintiff”), by and through its attorneys, the Lynn Law Firm LLP, complaining of the defendant, Trumbull Insurance Company (“Trumbull”), alleges and respectfully shows to the Court as follows:

INTRODUCTION

1. Plaintiff is a domestic professional service corporation, with an office for the conduct of its business located at 5700 Commons Park Drive, East Syracuse, NY 13057. Plaintiff’s endodontic practice in fact has four locations across Central New York.

2. Beginning in approximately January 2020, SARS-CoV2, the “novel coronavirus”, began spreading in New York State.

3. As all are now aware, this virus spreads through droplets and aerosols and can, according to scientists, live on surfaces for up to several days.

4. As the virus reached Onondaga County, the State and County implemented dramatic and unprecedented closure orders, bringing economic activity to nearly a complete halt.

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5. As the virus has continued to spread through the area (and, indeed, through the world), plaintiff suffered financial losses.

6. Plaintiff had business income coverage, and several other coverages, that were intended to and marketed as insurance for exactly these types of events: when, through no fault of their own, a foreign substance caused damage that threatened the entire economic foundation of their business.

7. Plaintiff submitted claims to their insurer, defendant Trumbull, for the losses as covered under their Policy. Defendant denied those claims without even a cursory investigation.

PARTIES

8. At all relevant times herein, plaintiff Endodontic Associates, P.C. is a domestic professional services corporation with a principal place of business in East Syracuse, New York.

9. Upon information and belief Trumbull Insurance Company is a Connecticut Insurance Company with a principal place of business at One Hartford Plaza, Hartford, CT 06155.

10. Upon information and belief, Trumbull Insurance Company is authorized to sell insurance in the State of New York.

THE GOVERNMENTAL ORDERS

11. On March 7, 2020, New York Governor Andrew Cuomo issued Executive Order 202 declaring a public emergency in New York State.

12. On March 20, 2020, Governor Cuomo issued Executive Order 202.8. Pursuant to Executive Order 202.8, all non-essential businesses were ordered closed effective March 22, 2020 at 8 p.m. All non-essential businesses were required to reduce their in-person workforces by 100 percent.

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13. These closures were extended by successive Executive Orders 202.10, 202.11, 202.13, and 202.18. These State-wide orders required the closure of *all* nonessential businesses through at least May 15, 2020.

14. Beginning on May 15, 2020, the State started to permit certain other industries to open on a region-by-region and industry-by-industry basis. This was first instituted through Executive Order 202.31.

15. Parts of the state, including the most populous regions, continued to be subject to mandatory closures of all nonessential businesses under Executive Order 202.31 and later implementing orders.

16. Other Executive Orders, including Order 202.16, imposed requirements on even essential businesses in New York State, including that all employees wear face-coverings and that the businesses provide, at their expense, face-covering for employees.

17. Local municipalities, including Onondaga County, were implementing additional restrictions during this period.

18. On March 14, 2020, Onondaga County Executive J. Ryan McMahon declared a State of Emergency. He immediately ordered all schools to close on March 20, 2020 and cancelled all extracurricular activities.

19. This State of Emergency was subsequently extended on April 13, 2020, May 13, 2020, June 12, 2020, July 12, 2020 and August 11, 2020.

20. On March 27, 2020, County Executive McMahon ordered all non-essential gatherings of any size for any reason to be cancelled or postponed.

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21. At least 42 states and countless local governments issued substantially similar directives. These orders were intended to mitigate and slow the spread and impact of coronavirus.

CORONAVIRUS IN ONONDAGA COUNTY

22. The first confirmed case of coronavirus in New York State was identified on March 11, 2020.¹

23. The first confirmed case of coronavirus in Onondaga County was identified on March 16, 2020.²

24. Only a week later, the County confirmed the first death resulting from COVID-19, the disease resulting from the coronavirus.³ (While sometimes conflated, the “novel coronavirus” or SARS-CoV2, and “COVID-19” refer to different things. The coronavirus is the virus, COVID-19 is the disease caused by the virus. Plaintiff’s claims are based on the presence of the coronavirus, not its sequela, COVID-19).

25. The first confirmed COVID-19 death in Onondaga County coincided with the first date on which nonessential businesses in the State were closed.

26. As of July 20, 2020, Onondaga County alone has seen at least 3,169 confirmed cases of coronavirus and 192 deaths.⁴

27. In addition to the government-mandated closures, many events were cancelled. For example, Syracuse University announced on March 23, 2020 that the school would not host any in-person graduations in the spring of 2020.⁵

¹ <https://www.syracuse.com/news/2020/03/new-york-state-confirms-first-case-of-coronavirus.html>
² <https://cortlandstandard.net/2020/03/16/first-coronavirus-case-in-onondaga-county/>
³ <https://www.syracuse.com/coronavirus/2020/03/onondaga-county-confirms-first-coronavirus-death.html>
⁴ <https://www.syracuse.com/coronavirus-ny/>

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PLAINTIFF’S INSURANCE

28. At all relevant times, and in March of 2020, Plaintiff was insured with defendant Trumbull pursuant to Policy No. 01 SBA FM6150 (the “Policy”) with effective dates from January 19, 2020 through January 19, 2021.

29. At all relevant times herein, defendant Trumbull was and is a Connecticut Insurance Company authorized to issue insurance policies for various lines of business in New York State.

30. At all relevant times herein, defendant Trumbull provided insurance coverage for plaintiff’s business.

31. At all relevant times herein, defendant Trumbull was and is duly authorized to conduct insurance business in the State of New York.

PLAINTIFF SUFFERED IMMENSE BUSINESS LOSSES AS A RESULT OF THE CORONAVIRUS

32. Plaintiff’s endodontic practice has historically been successful and profitable. As noted above, plaintiff’s endodontic practice has four locations across Central New York.

33. With the appearance of the coronavirus in New York State and then, soon thereafter, Onondaga County, plaintiff’s business immediately began to suffer due to them having COVID-19 on the premises.

34. The governmental closures, particularly the mandatory closure of all nonessential business and the effective prohibition on nonessential travel, severely limited plaintiff’s business.

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⁵ <https://www.syracuse.com/coronavirus/2020/03/syracuse-university-coronavirus-update-no-in-person-graduation-prorated-room-and-board.html>

35. Throughout March of 2020, plaintiff created successively more dire projections for upcoming months, reflecting the immediate and immense impact of the coronavirus and the governmental closures.

36. Plaintiff presented its claim to defendant and defendant denied coverage.

37. Plaintiff suffered significant damages.

AS AND FOR A CAUSE OF ACTION IN BREACH OF CONTRACT

38. Plaintiff repeats and realleges the allegations contained in Paragraphs “1” through “37” above as though fully restated here.

39. Plaintiff has fully complied with all terms, conditions, duties and obligations under the Policy.

40. The losses were covered under the Policy.

41. Defendant Trumbull has breached its obligations to provide full insurance coverage under the Policy.

42. As a result of defendant’s breach of its obligations to provide coverage under the Policy, Plaintiff has suffered direct and consequential damages.

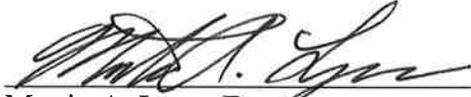
WHEREFORE, plaintiff demands judgment be entered against the defendant for the following relief:

- a. Compensatory damages arising out of the Loss in an amount to be proven at trial;
- b. Applicable interest from the date of loss, date of disclaimer or such other date as the Court deems just and proper; and

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c. For such other and further relief as this Court deems just and proper.

Dated: March 8, 2022
Syracuse, New York



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