

UNPUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 21-2055

THE CORDISH COMPANIES, INC.,

Plaintiff – Appellant,

v.

AFFILIATED FM INSURANCE COMPANY,

Defendant – Appellee.

UNITED POLICYHOLDERS,

Amicus Supporting Appellant.

Appeal from the United States District Court for the District of Maryland, at Baltimore.
Ellen Lipton Hollander, Senior District Judge. (1:20-cv-02419-ELH)

Submitted: March 31, 2022

Decided: April 14, 2022

Before WYNN and QUATTLEBAUM, Circuit Judges, and SHEDD, Senior Circuit Judge.

Affirmed by unpublished per curiam opinion.

ON BRIEF: Marshall N. Gilinsky, New York, New York, Daniel J. Healy, ANDERSON KILL, LLP, Washington, D.C., for Appellant. Craig D. Roswell, Bryant S. Green, NILES, BARTON & WILMER, LLP, Baltimore, Maryland, for Appellee. Jad Khazem,

Washington D.C., Rani Gupta, Palo Alto, California, David B. Goodwin, Sabrina McGraw, COVINGTON & BURLING LLP, San Francisco, California, for Amicus Curiae.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

The Cordish Companies, Inc. (“Cordish”) appeals the district court’s order granting Affiliated FM Insurance Company’s (“Affiliated”) motions to strike Cordish’s Fed. R. App. P. 28(j) citation of supplemental authority and to dismiss Cordish’s complaint asserting claims for declaratory judgment and breach of contract. Cordish’s claims stemmed from Affiliated’s denial of insurance benefits Cordish asserts Affiliated owed Cordish to cover losses Cordish’s affiliates suffered as a result of the COVID-19 pandemic. We have reviewed the record and find no reversible error. Accordingly, we affirm the district court’s order. *See, 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