

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

**EXCEPTIONAL DENTAL OF LOUISIANA,
LLC; BAM MANAGEMENT GROUP, LLC;
AFFORDABLE SMILES OF BATON ROUGE,
LLC, and AFFORDABLE SMILES OF
HAMMOND, LLC**

VERSUS

BANKERS INSURANCE COMPANY

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* **CIVIL ACTION**
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* **NO.:**
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* **SECTION**
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* **MAGISTRATE**
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COMPLAINT

Plaintiffs **Exceptional Dental of Louisiana, LLC, Bam Management Group, LLC, Affordable Smiles of Baton Rouge, LLC** and **Affordable Smiles of Hammond, LLC, (collectively, “Plaintiffs”)** state and allege that they are entitled to damages under the terms of their respective insurance policies with Defendant Bankers Insurance Company as follows:

PARTIES

1. Plaintiff Exceptional Dental of Louisiana, LLC (“Exceptional Dental”), is a limited liability corporation with its corporate headquarters in Metairie, Louisiana. Exceptional Dental owns and operates nine dental clinics in southeast Louisiana, along with its corporate headquarters. At all times material herein, the nine clinics and the corporate headquarters were covered under the same all-risks insurance policy provided by Defendant Bankers Insurance Company. The clinics and corporate headquarters are located at the following addresses:

2521 Ames Blvd, Suite C
Marrero, Louisiana 70072

1305 West Esplanade Ave.
Kenner, Louisiana 70065

828 Avenue G
Marrero, Louisiana 70072

4141 Bienville St.
New Orleans, Louisiana 70119

101 Smart Place
Slidell, Louisiana 70458

1128 Clearview Parkway
Metairie, Louisiana 70001

1 Galleria Blvd, Suite 1518
Metairie, Louisiana 70001
Corporate Headquarters

34659 Louisiana Hwy 16
Denham Springs, Louisiana 70706

400 LaPalco Blvd, Suite B
Gretna, Louisiana 70056

5300 Tchoupitoulas, Suite F4
New Orleans, Louisiana 70115

2. Plaintiff Bam Management Group, LLC, (“Bam Management”) and Plaintiff Affordable Smiles of Baton Rouge, LLC are Louisiana limited liability companies authorized and doing business in the State of Louisiana. At all times material herein, Bam Management and/or Affordable Smiles of Baton Rouge, LLC owned and operated Affordable Smiles of Baton Rouge, the dental clinic located at 2515 O’Neal Lane, Suite 1, Baton Rouge, Louisiana, 70816. At all times material herein, Defendant Bankers Insurance Company provided all-risks insurance coverage to Bam Management Group and/or Affordable Smiles of Baton Rouge, LLC for the dental clinic at 2515 O’Neal Lane, Suite 1, Baton Rouge, Louisiana, 70816.

3. Plaintiff Affordable Smiles of Hammond, LLC, is a Louisiana limited liability company that operates the dental clinic located at 2802 West Thomas Street, Hammond, Louisiana, 70401. At all times material herein, Defendant Bankers Insurance Company provided all-risks insurance coverage to Affordable Smiles of Hammond, LLC for its dental clinic located at 2802 West Thomas Street, Hammond, Louisiana, 70401.
4. Defendant Bankers Insurance Company is a foreign insurer authorized and doing business in the State of Louisiana that all times material herein provided business interruption insurance coverage to the entities and Plaintiffs described in paragraphs 1-3 supra.

JURISDICTION AND VENUE

5. Jurisdiction is proper in this Court under 28 U.S.C. § 1332. The amount in controversy exceeds \$75,000.
6. The Plaintiffs are all citizens of Louisiana and the Defendant is a citizen of Florida. Therefore, this Court has diversity jurisdiction under 28 U.S.C. § 1332(a)(1).
7. This Court also has supplemental jurisdiction over Louisiana state law claims in this action under 28 U.S.C. § 1367(a) because all of the claims alleged herein arise from the same conduct or controversy.
8. Venue is appropriate in this Court under 28 U.S.C. § 1391 because the events or omissions giving rise to the claims asserted herein occurred in the Eastern District of Louisiana and the Defendant has availed itself of this jurisdiction by providing insurance policies on buildings located in the Eastern District of Louisiana.

FACTS

The Insurance Policies

9. Businesses routinely purchase all-risk commercial property insurance policies to insure against business interruption or other loss of income that may occur during or after a catastrophic or unforeseen event.
10. Plaintiff, Exceptional Dental, purchased an all-risks commercial property insurance policy from the Defendant to protect itself and its clinics described in paragraph 1 supra in the event of property loss, property damage, and business interruption stemming from the loss of or damage to its clinic. At all times material herein, the dental clinics and the corporate headquarters for the clinics were covered under Bankers insurance policy number **17 004916304 5 10**.
11. Plaintiffs Bam Management Group, LLC and Affordable Smiles of Baton Rouge, LLC purchased an all-risk commercial property insurance policy, policy number **17 004000744 5 00**, from the Defendant to protect itself and its clinic, Affordable Smiles of Baton Rouge, in the event of property loss, property damage, and business interruption stemming from the loss of or damage to its clinic.
12. Page 2 of the Businessowners Policy Property Declarations for Bam Management and Affordable Smiles of Baton Rouge's insurance policy identifies the dental clinic location at 2515 O'Neal Lane, Ste. 1, Baton Rouge, Louisiana 70816 as the insured property under the policy.
13. Plaintiff Affordable Smiles of Hammond, LLC purchased an all-risk commercial property insurance policy, policy number **17 0040006932**, from the Defendant Bankers to protect itself and its clinic, Affordable Smiles of Hammond, in the event of property loss, property damage, and business interruption stemming from the loss of or damage to its clinic.

14. Page 2 of the Businessowners Policy Property Declaration for Affordable Smiles of Hammond, LLC's insurance policy identifies the dental clinic at 2802 W. Thomas Street, Hammond, Louisiana 70401, as the insured property under the policy bearing policy number **17 0040006932**.
15. The insurance policies (the "Policy") Defendant unilaterally drafted, marketed and sold to Exceptional Dental, Bam Management, Affordable Smiles of Baton Rouge, LLC and Affordable Smiles of Hammond, LLC are identical in all material respects.
16. Under the heading "**COVERAGE**", Bankers stipulated that Bankers "will pay for direct physical loss of or damage to the Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss."
17. Bankers' Policy states that Bankers 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 the described premises . . . caused by or resulting from a covered cause of loss." (emphasis added).
18. Bankers' Policy provides that coverage extends to "RISKS OF DIRECT PHYSICAL LOSS unless the loss is" excluded or limited by other sections.
19. The Bankers Policy that insured Plaintiffs' dental clinics and corporate headquarters stipulates that physical loss of property may occur without the property suffering any physical damage.
20. The Bankers Policy defines "Business Income" as the "[n]et income (net Profit or Loss before income taxes) that would have been earned or incurred" and the "[c]ontinuing normal operating expenses incurred, including payroll.

21. Bankers did not include a virus exclusion in its Policy; again, a Policy that Bankers unilaterally drafted and set the terms and conditions of coverage.
22. The Bankers Policy also provides “extra expense” coverage that allows Plaintiffs to be reimbursed for any charges Plaintiffs incur during the period of interruption; these charges include costs to avoid or minimize the suspension of business and continue operation.

The COVID-19 Pandemic

23. COVID-19 is a highly communicable infectious disease first identified in 2019 that causes serious illness and death.
24. The COVID-19 pandemic swept across the United States during the early part of 2020.
25. As of October 24, 2021, the United States reported 45.4 million cases of COVID-19 resulting in approximately 736,000 deaths. Louisiana alone reported more than 756,000 cases resulting in more than 14,462 deaths.
26. The COVID-19 virus is deadlier than most common viruses for various reasons, among them the respiratory illness and distress the virus causes within infected persons, the ease of person-to-person transmission and the virus’ ability to survive on surfaces for periods of time.

Dr. Darrell Bourg exposes all of the Plaintiffs’ buildings and offices to the COVID-19 virus.

27. On March 9, 2020, two days before the World Health Organization declared COVID-19 a global pandemic, Dr. Darrell Bourg, a dentist and managing member of the Plaintiff entities that owned and controlled the clinics and corporate headquarters insured under the Bankers policies at issue in this matter, began experiencing symptoms consistent with both sinusitis and COVID-19.

28. From Thursday, March 12, 2020, through Monday, March 16, 2020, Dr. Bourg, while suffering from symptoms consistent with both sinusitis and COVID-19, visited all of his and Plaintiffs' dental clinics.
29. On March 17, 2020, the Louisiana Department of Health, the State agency charged with protecting the health and safety of Louisiana residents, ordered dental clinics to cease all dental services save and except for emergency procedures.
30. Plaintiffs in turn closed their dental clinics and headquarters except for the clinics located in Baton Rouge, Marrero, and New Orleans, which remained open for emergency procedures.
31. On March 20, 2020, Plaintiffs submitted business interruption claims to Defendant Bankers Insurance Company under their all-risks insurance policies. The claims were for the loss of business income and extra expenses incurred with closing the clinics because of the COVID-19 virus. Banker's assigned adjuster Stephen Pate to handle Plaintiffs' business interruption claims.
32. On March 22, 2020, Louisiana Governor Jon Bel Edwards issued Proclamation No. 33 JBE 2020 declaring that the closing of certain businesses and limiting of the operations of non-essential businesses such as dental clinics was necessary because of the propensity of the COVID-19 virus to spread via personal interactions and because of the physical contamination of property due to the virus' ability to attach to and survive of surfaces for periods of time. The Louisiana Governor and Department of Health extended their original mandates limiting the scope of dental services several times over the next several months.
33. On March 23, 2020, Dr. Bourg tested for COVID-19.

34. On March 28, 2020, just eight days after Plaintiffs submitted their business interruption claims to Bankers, adjuster Pate issued multiple denial letters on behalf of Bankers denying Plaintiffs' business interruption claims.
35. Adjuster Pate's denial letters erroneously stated that Plaintiffs' business interruption claims arising out of the COVID-19 pandemic were not covered under Plaintiffs' all-risks policies because Plaintiffs did not suffer "direct physical loss of" or "damage to" their dental clinics and corporate headquarters so as to trigger coverage under the all-risks policies.
36. Adjuster Pate also cited the wholly inapplicable/irrelevant "Ordinance or Law" and "Governmental Action" exclusions as secondary reasons for denying coverage.
37. Adjuster Pate and hence, Bankers, did no substantive loss adjustment before denying Plaintiffs' business interruption claims.
38. On March 28, 2020, five days after Dr. Bourg tested for COVID-19 and 19 days after Dr. Bourg first exhibiting symptoms of COVID-19, Dr. Bourg learned that he tested positive for COVID-19.
39. Given that Dr. Bourg was infected with COVID-19 and exhibiting symptoms as early as March 12, 2020, Dr. Bourg's visits to Plaintiffs' dental clinics and corporate headquarters from March 12, 2020 through to March 16, 2020, resulted in the physical contamination of the clinics and headquarters.
40. On April 1, 2020, Steven Tran, the Director of Facilities and Development for the clinics, emailed adjuster Pate advising that Dr. Bourg tested positive for COVID-19 and requested that Bankers reconsider its denials of Plaintiffs' business interruption claims in light of Dr. Bourg's positive COVID-19 diagnosis. Adjuster Pate responded to Mr. Tran's e-mail by asking for proof of Dr. Bourg's positive COVID-19 diagnosis and information relative to the operation of Plaintiffs' dental clinics following the positive diagnosis.

41. On April 9, 2020, Mr. Tran emailed adjuster Pate explaining that Dr. Bourg personally visited all of clinics between March 12, 2020 and March 16, 2020, and provided documented proof that Dr. Bourg was positive for COVID-19 while visiting his and Plaintiffs' clinics during the March 12, 2020 to March 16, 2020 time period.
42. On April 20, 2020, the Louisiana Department of Health extended its mandate restricting dental clinics and dentists to only those procedures necessary to treat medical emergencies.
43. On April 22, 2020, adjuster Pate asked Mr. Tran several questions regarding remediation measures being taken at Plaintiffs' clinics and the nature and extent of emergency services the clinics were offering patients.
44. On April 27, 2020, Plaintiffs' dental clinics re-opened with limited services.
45. On May 8, 2020, Mr. Tran emailed adjuster Pate answers to his questions dated April 22, 2020. However, adjuster Pate never responded to Tran's e-mail and never communicated again with Plaintiffs.
46. On May 18, 2020, Plaintiffs' clinics expanded services with extensive safety precautions in place.
47. On June 8, 2020, more than a month after Mr. Tran answered adjuster Pate's additional questions, a second adjuster named Jennifer Lopez emailed Mr. Tran asking to take a recorded statement regarding the clinics' COVID-19 business interruption claims.
48. On June 9, 2020, attorney Soren E. Gisleson responded to adjuster Lopez's request for a recorded statement by advising that he and attorney Ryan Reece represented the Plaintiffs and agreeing to the recorded statement upon receipt of more information regarding the scope of information Bankers was seeking to obtain through the recorded statement.

49. On July 2, 2020, Louisiana Department of Health extended its directive limiting dental clinics and dentists to only dental procedures necessary to treat medical emergencies until July 5, 2020.
50. On July 10, 2020, Dr. Bourg, on behalf of the Plaintiffs, gave a recorded statement describing how Dr. Bourg unknowingly contaminated his and the Plaintiffs' dental clinics and corporate headquarters with the COVID-19 virus and what transpired in the aftermath of the government directives ordering the closure of the clinics and Dr. Bourg's positive COVID-19 diagnosis.
51. On July 21, July 30, and August 12, 2020, more than 4 months after Bankers received documented proof showing that Dr. Bourg tested positive for COVID-19, attorney Ryan Reece contacted Bankers asking whether Bankers was going to accept or deny for a second time, coverage for Plaintiffs' business interruption claims.
52. Bankers did not respond to attorney Reece's inquiries until August 17, 2020, when adjuster Lopez finally e-mailed Plaintiffs' counsel advising that Bankers did not need any additional information relative to Plaintiffs' business interruption claims and that Bankers would provide counsel with a coverage decision by the end of the week. However, adjuster Lopez never communicated with Plaintiffs' counsel again, much less to provide a coverage decision on Bankers' behalf.
53. The next communication Plaintiffs received from Banker's regarding Plaintiffs' business interruption claims occurred on November 12, 2020, four months after Dr. Bourg gave a recorded statement and three months after Lopez e-mailed stating that a coverage decision would be forthcoming in days, when Defendant requested that Plaintiffs submit to an examination under oath ("EUO").

55. As with Bankers' request for a recorded statement, Plaintiffs complied with Bankers' request for an EUO and the EUO was completed on March 23, 2021 when Dr. Bourg was questioned under oath by counsel for Bankers.
56. On May 13, 2021, almost two months after Bankers obtained the EUO, Bankers issued multiple denial letters again denying Plaintiffs' business interruption claims.
57. Plaintiffs fully and completely cooperated with Defendant's claims investigation requests, including providing the financial records for all of the insured locations.
58. Plaintiffs suffered significant business income losses because of the actual damage and risk of damage the COVID-19 virus caused Plaintiffs' clinics and corporate headquarters.
59. The COVID-19 virus and the governmental restrictions that stemmed from the COVID-19 virus caused Plaintiffs to lose physical control of their dental clinics and corporate headquarters.

COUNT I – DECLARATORY RELIEF

60. Plaintiffs incorporate the preceding paragraphs by reference, as if fully set forth herein.
61. Bankers wrongfully and without justification refused to indemnify Plaintiffs for the losses Plaintiffs suffered as a result of the COVID-19 virus and the governmental restrictions that stemmed from the COVID-19 virus.
62. Bankers erroneously maintains that the business income and other losses Plaintiffs suffered because of COVID-19 are not covered under Plaintiffs' all-risks insurance policies despite the following:
 - a. The COVID-19 virus was present in Plaintiffs' dental clinics and caused actual damage to the clinics so as to trigger coverage under the all-risks insurance policies that insured the Plaintiffs' clinics and corporate headquarters.
 - b. The risk of the COVID-19 being in the clinics or being brought into the clinics and transmitted to patients and employees caused Plaintiffs to close the insured clinics and/or limit services, resulting in Plaintiffs losing physical control of the clinics,

thereby triggering coverage under the all-risks insurance policies that insured the Plaintiffs' clinics and corporate headquarters.

- c. The State and local orders mandating the clinics close or otherwise limit their services caused Plaintiffs to lose direct physical control of their clinics meaning that Plaintiffs suffered a “direct physical loss of” their insured clinics and corporate headquarters, thereby triggering coverage under the all-risks insurance policies Plaintiffs purchased from Bankers.

Therefore, an actual case or controversy exists as to whether Plaintiffs’ losses are covered under the all-risks insurance policies Plaintiffs purchased from Bankers.

63. Pursuant to 28 U.S.C. § 2201, Plaintiffs seek a judgment declaring that:

- a. The COVID-19 virus was present in the clinics and caused actual damage to the clinics thereby triggering coverage under the all-risks insurance policies that insured Plaintiffs' clinics and corporate headquarters.
- b. The risk of the COVID-19 being in the clinics or being brought into the clinics and transmitted to patients and employees caused Plaintiffs to close the insured clinics and/or limit services, resulting in Plaintiffs losing physical control of the clinics, thereby triggering coverage under the all-risks insurance policies that insured the Plaintiffs' clinics and corporate headquarters.
- c. The State and local orders mandating the clinics close or otherwise limit the services available caused Plaintiffs to lose direct physical control of their clinics and corporate headquarters, thereby triggering coverage under the all-risks insurance policies Plaintiffs purchased from Bankers.
- d. The business income and other losses that Plaintiffs suffered because of COVID-19 and COVID-19 related safety measures are covered under the all-risks policies that Plaintiffs purchased from Bankers.
- e. The extra expenses incurred to mitigate or avoid suspension of operations are covered losses under the Policies.

64. Federal Rule of Civil Procedure 57 permits the Court to determine the existence or non-existence of any right, duty, power, liability, privilege, or of any fact upon which the parties’ legal relations depend.

65. The declaration sought does not amount to an advisory decree and will settle the most important part of the controversy between the parties, i.e., whether or not Plaintiffs’ losses are covered under their all-risks insurance policies.

COUNT II – BREACH OF CONTRACT

66. Plaintiffs incorporate the preceding paragraphs by reference, as if fully set forth herein.
67. The Policies at issue are contracts between Plaintiffs and Bankers.
68. Plaintiffs paid substantial premiums to Bankers in exchange for Bankers agreeing to provide all-risks insurance coverage for a variety of potential losses, including business income losses and losses in the form of extra expenses suffered because of viruses such as COVID-19.
69. Bankers breached the terms and conditions of the all-risk Policy that Bankers unilaterally drafted by failing to pay Plaintiffs for the business income and extra expenses that Plaintiffs lost and incurred as a result of the COVID-19 virus/pandemic and governmental restrictions stemming from the COVID-19 virus/pandemic.

**COUNT III – FAILURE TO TIMELY PAY CLAIMS and INITIATE LOSS
ADJUSTMENT PURSUANT TO LA. R.S. § 22:1892 A. (1) and (3)**

70. Plaintiffs incorporate the preceding paragraphs by reference, as if fully set forth herein.
71. Pursuant to La. R.S. 22:1892 A.(1), Bankers was obligated to pay Plaintiffs for their COVID-19 related losses within 30 days of receiving satisfactory proof of the losses and any failure to do so, if arbitrary and capricious, rendered Bankers liable for penalties equal to fifty percent (50%) of the amount owed Plaintiffs or \$1,000.00, whichever is greater, plus attorney's fees and costs pursuant to La. R.S. 22:1892 B.(1)(a). In this regard, Bankers arbitrarily and capriciously failed to pay Plaintiffs for their COVID-19 related losses within 30 days of receiving satisfactory proof of Plaintiffs' losses.
72. Alternatively, even if Plaintiffs did not provide Bankers with satisfactory proof of their losses, which is denied, Bankers is still liable for penalties equal to fifty percent (50%) of the amount Bankers should have paid Plaintiffs or \$1,000.00, whichever is greater, plus

attorney's fees and costs, as Bankers' erroneous/wrongful denial of coverage eliminated the need for Plaintiffs to provide satisfactory proof of Plaintiffs' losses as a prerequisite to recovering penalties.

73. Under La. R.S. § 22:1892(A)(3), Bankers Insurance was required to initiate loss adjustment of Plaintiffs' business interruption claims within fourteen days of Plaintiffs notifying Bankers of the claims. In this regard, Bankers did not initiate loss adjustment within 14 days of Plaintiffs notifying Bankers of their claims and in fact, did not substantive loss adjustment for months after Plaintiffs notified Bankers of their business interruption claims.
74. Bankers is liable for the general and special damages Plaintiffs suffered as a result of Bankers' failure to initiate loss adjustment and for penalties equal to two times the general and special damages Plaintiffs suffered or \$5,000.00, whichever is greater, as per La. R.S. 22:1973 C.

**COUNT IV – BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING
PURSUANT TO La. R.S. § 22:1973**

75. Plaintiffs incorporate the preceding paragraphs by reference, as if fully set forth herein.
76. Under La. R.S. § 22:1973 B. (1), Bankers is liable for penalties under La. R.S. 22:1973 C. for misrepresenting any of the provisions in the all-risks insurance Policies Plaintiffs purchased from Defendants. In this regard, Bankers misrepresented the most fundamental provision of Plaintiffs' all-risks policies by erroneously and wrongfully asserting that Plaintiffs did not suffer direct physical loss of or damage to their clinics as a result of the COVID-19 virus and COVID-19 related restrictions.
77. Bankers also misrepresented policy provisions by denying coverage based on the wholly inapplicable/irrelevant "Ordinance or Law" and "Governmental Action" exclusions.

78. Pursuant to La. R.S. 22:1973 B.(5), Bankers was required to pay Plaintiffs for their COVID-19 related losses within 60 days of receiving satisfactory proof of Plaintiffs' losses and failure to do so, if arbitrary and capricious, renders Bankers liable for the general and special damages Plaintiffs suffered plus penalties equal to two times the general and special damages or \$5,000.00, whichever is greater, pursuant to La. R.S. 22:1973 C. In this regard, Bankers arbitrarily and capriciously failed to pay Plaintiffs for their COVID-19 related losses within 60 days of receiving satisfactory proof of Plaintiffs' losses.
79. Alternatively, Bankers is liable for the general and special damages Plaintiffs suffered plus penalties equal to two times the general and special damages or \$5,000.00, whichever is greater, pursuant to La. R.S. 22:1973 C. even without receipt of satisfactory proof of Plaintiffs' losses, as Bankers' wrongful denial of coverage for Plaintiffs' losses obviated or eliminated the need for Plaintiffs to provide satisfactory proof of their losses.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs respectfully requests that the Court enter judgment in their favor and against Defendant, as follows:

- (1) Declaring the following:
- a. The COVID-19 virus was present in the clinics and caused actual damage to the clinics thereby triggering coverage under Plaintiffs' all risks insurance policies that insured the Plaintiffs' clinics and corporate headquarters.
 - b. The risk of the COVID-19 being in the clinics or being brought into the clinics and transmitted to patients and employees caused Plaintiffs to close the insured clinics and/or limit services, resulting in Plaintiffs losing physical control of the clinics, thereby triggering coverage under the all-risks insurance policies that insured the Plaintiffs' clinics and corporate headquarters.
 - c. The State and local orders mandating the clinics close or otherwise limit the services available caused Plaintiffs to lose direct physical control of their clinics and corporate headquarters, thereby triggering coverage under the all-risks insurance policies Plaintiffs purchased from Bankers.

- d. The business income and other losses that Plaintiffs suffered because of COVID-19 and COVID-19 related safety measures are covered under the all-risks policies that Plaintiffs purchased from Bankers.
 - e. The extra expenses incurred to mitigate or avoid suspension of operations are covered losses under the Policies.
- (2) That Defendant breached its insurance contract with each Plaintiff and therefore, is liable for all general and special damages Plaintiffs suffered as a result of the breach;
 - (3) That Defendant failed to tender payment to the Plaintiffs for the value of the business income lost and extra expenses incurred because of the COVID-19 pandemic within thirty (30) days of receipt of satisfactory proof of loss pursuant to La. R.S. § 22:1892 A.(1) and therefore, is liable for penalties equal to 50% of the amount of that should have been tendered or \$1,000.00, whichever is greater and attorney's fees;
 - (4) That Defendant is liable for penalties equal to 50% of the amount due Plaintiffs under their all-risks policies or \$1,000.00, whichever is greater, and attorney's fees under La. R.S. 22:1892 A.(1) regardless of whether Plaintiffs produced satisfactory proof of their losses as Defendants wrongful denial of coverage obviated or eliminated the need for Plaintiffs to provide Defendants with satisfactory proof of their losses;
 - (5) That Defendant failed to initiate loss adjustment of Plaintiffs' business interruption claims within 14 days of being notified of the claims pursuant to La. R.S. 22:1892 A.(3) and is therefore, liable for the general and special damages Plaintiffs suffered as a result of Bankers' failure to initiate loss adjustment and for penalties equal to two times the general and special damages Plaintiffs suffered or \$5,000.00, whichever is greater, as per La. R.S. 22:1973 C.
 - (6) That Defendant misrepresented provisions of Plaintiffs all-risks insurance policies, specifically the provision(s) that concern and address how the all-risks coverage Plaintiffs

purchased from Defendant is triggered and the applicability of the “Ordinance or Law” and “Governmental Action” exclusions.

- (7) That Defendant is liable for Plaintiffs’ general and special damages and penalties equal to two times the general and special damages Plaintiffs suffered or \$5,000.00, whichever is greater, as per La. R.S. 22:1973 C. for misrepresenting provisions in the all-risks policies that Plaintiffs purchased from Defendant;
- (8) That Defendant breached its duty of good faith and fair dealing in failing to tender payment to the Plaintiffs for their claims within sixty days of satisfactory proof of loss pursuant to La. R.S. 22:1973 and is therefore, liable for Plaintiffs’ general and special damages and penalties equal to two times the general and special damages Plaintiffs suffered or \$5,000.00, whichever is greater, as per La. R.S. 22:1973 C.;
- (9) For the value of all the business income lost and extra expenses incurred because of COVID-19 and COVID-19 restrictions, general and special damages and penalties under La. R.S. 22:1892 and La. R.S. 22:1973 proven at trial;
- (10) Awarding Plaintiffs pre- and post-judgment interest on any and all general and special damages and penalties awarded and any and all costs Plaintiffs incur obtaining a judgment against Defendant;
- (11) For all other legal and equitable relief to which the Plaintiffs are entitled.
- (12) Plaintiffs demand a jury trial in this matter.

/s Soren Gisleson

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