

UNPUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 21-2119

GOLDEN CORRAL CORP.; GOLDEN CORRAL FRANCHISING SYSTEMS,
INC.,

Plaintiffs - Appellants,

v.

ILLINOIS UNION INSURANCE COMPANY,

Defendant - Appellee.

Appeal from the United States District Court for the Eastern District of North Carolina, at
Raleigh. James C. Dever III, District Judge. (5:20-cv-00349-D)

Submitted: July 20, 2022

Decided: August 11, 2022

Before AGEE and HEYTENS, Circuit Judges, and TRAXLER, Senior Circuit Judge.

Affirmed by unpublished per curiam opinion.

ON BRIEF: Gregg McDougal, Lawrence R. Duke, William R. Hartzell, MCDOUGAL
LAW FIRM, PLLC, Raleigh, North Carolina, for Appellants. Robert W. Fisher, James M.
Bauer, CLYDE & CO US LLP, Atlanta, Georgia; Jennifer A. Welch, Theodore B. Smyth,
CRANFILL SUMNER LLP, Raleigh, North Carolina; Jonathan D. Hacker, Jenya Godina,
O'MELVENY & MYERS LLP, Washington, D.C., for Appellee.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

Golden Corral Corporation and Golden Corral Franchising Systems, Inc. (hereinafter referred to collectively as “Golden Corral”), appeal the district court’s order granting Illinois Union Insurance Company’s Fed. R. Civ. P. 12(c) motion for judgment on the pleadings in Golden Corral’s action seeking insurance benefits for business losses Golden Corral 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 Golden Corral Corp. v. Ill. Union Ins. Co.*, No. 5:20-cv-00349-D (E.D.N.C. Sept. 8, 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