

12-Person Jury

CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT – LAW DIVISION

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DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL

Dental Experts, LLC, The Dental Clinic,)
LLC, Premier Dental Clinic, LLC, Studio)
Dental, LLC, Bradley Dental, LLC)
(IL), Dental Experts, PA, Elite Dental,)
LLC, Dental Dreams, LLC (PA),)
Dental Dreams, PLLC (MI), Dental)
Dreams, PLLC (D.C.), Family Dental,)
LLC, Dental Dreams, LLC (MD),)
Dental Dreams of Edmonson and)
Dental Dreams, LLC (MA),)

Plaintiffs,)

v.)

Massachusetts Bay Insurance Company.)

Defendant.)

10039839

2020L008365

Case No.

Jury Demand

COMPLAINT

Plaintiffs, Dental Experts, LLC, The Dental Clinic, LLC, Premier Dental Clinic, LLC, Studio Dental, LLC, Bradley Dental, LLC (IL), Dental Experts, PA, Elite Dental, LLC, Dental Dreams, LLC (PA), Dental Dreams, PLLC (MI), Dental Dreams, PLLC (D.C.), Family Dental, LLC, Dental Dreams, LLC (MD), Dental Dreams of Edmonson, and Dental Dreams, LLC (MA)(collectively, “Plaintiffs” or “Dentists”), through their attorneys, David B. Goodman, Jacqueline Carroll, and Kalli K. Nies, Goodman Law Group | Chicago, *of counsel*, state as follows as their complaint against Defendant, Massachusetts Bay Insurance Company (“Hanover”):

1. Dental Experts, LLC (“Dental Experts”) purchased property and casualty insurance for Dentists and various affiliated operations that are conducted at locations in seven states and the District of Columbia, from Defendant Hanover (the “Policy”). **Exhibit 1.**

2. Each of the offices at which Plaintiffs performed professional dental services are specifically identified as insured locations under the Policy.

3. In March 2020, the World Health Organization declared that COVID-19 was a global pandemic. Beginning in March 2020, state authorities in each of the states in which Plaintiffs engaged in the practice of dentistry entered orders restricting activities including the practice of dentistry.

4. As a consequence of the orders entered by civil authorities in each of the states in which Plaintiffs transact business, they were required to suspend their operations at the insured properties and prevented from using the insured properties for their ordinary uses. The orders entered by the civil authorities resulted in a loss of physical property that precluded Plaintiffs from using their offices, other than in limited and exceptional circumstances.

5. Dental Experts made claims on behalf of Dentists under the Policy for the loss of business income caused to Plaintiffs by the direct physical loss to each of the insured properties at which Plaintiffs undertook their business operations.

6. Hanover responded to the Dental Experts' claims that were made on behalf of all Plaintiffs acknowledging that Plaintiffs each incurred loss of business income as a result of a covered event.

7. However, Hanover failed to pay Plaintiffs the amounts due to them under the Policy for the loss of business income incurred by each of them at each of the insured properties.

8. Plaintiffs bring this action to recover the amounts due to them under the Policy for loss of business income as a consequence of the suspension of their operations resulting from the loss of physical property required by the orders entered by the civil authorities in the states in

which the insured properties are located. Additionally, Plaintiffs also bring this action seeking recovery for Hanover's bad faith in response to their claims.

THE PARTIES

9. Plaintiff, Dental Experts, LLC is an Illinois limited liability company that does business as Dental Dreams, LLC, and its member is Sameera Hussain, a subject of a foreign state lawfully admitted for permanent residence in the United States and domiciled in the State of Illinois.

10. Dental Experts, LLC conducts its business operating its practice at twelve offices in the State of Illinois. Each of those twelve offices is specifically identified as an insured location in the Policy.

11. Plaintiff, The Dental Clinic, LLC is an Illinois limited liability company and its member is Sameera Hussain, a subject of a foreign state lawfully admitted for permanent residence in the United States and domiciled in the State of Illinois.

12. The Dental Clinic, LLC conducts its business operating its practice at one office in the State of Illinois. The Dental Clinic, LLC's office is specifically identified as an insured location in the Policy.

13. Plaintiff, Premier Dental Clinic, LLC is an Illinois limited liability company, and its members are Jayesha Hussain, a citizen of the State of Texas, and Sameera Hussain, a subject of a foreign state lawfully admitted for permanent residence in the United States and domiciled in the State of Illinois.

14. Premier Dental Clinic, LLC conducts its business operating its practice at two offices in the State of Illinois. Each of those offices is specifically identified as an insured location in the Policy.

15. Plaintiff, Studio Dental, LLC is an Illinois limited liability company, and its member is Sameera Hussain, a subject of a foreign state lawfully admitted for permanent residence in the United States and domiciled in the State of Illinois.

16. Studio Dental, LLC conducts its business operating its practice at two offices in the State of Illinois. Each of those offices is specifically identified as an insured location in the Policy.

17. Plaintiff, Bradley Dental, LLC is an Illinois limited liability company, and its member is Sameera Hussain, a subject of a foreign state lawfully admitted for permanent residence in the United States and domiciled in the State of Illinois.

18. Bradley Dental, LLC conducts its business operating its practice at a single office in the State of Illinois. Bradley Dental, LLC's office is specifically identified as an insured location in the Policy.

19. Plaintiff, Dental Experts, PA is a Texas professional association with its principal place of business in Texas, and its shareholder is Sameera Hussain, a subject of a foreign state lawfully admitted for permanent residence in the United States and domiciled in the State of Illinois.

20. Dental Experts, PA conducts its business operating its practice at four offices in the State of Texas. Each of those offices is specifically identified as an insured location in the Policy.

21. Plaintiff, Elite Dental, LLC is a Pennsylvania limited liability company whose members are David Wolle, a citizen of the State of Illinois, Michael Peters, a citizen of the State of Illinois, Peter Stathakis, a subject of a foreign state lawfully admitted for permanent residence in the United States and domiciled in the State of Illinois, Sameera Hussain, a subject of a

foreign state lawfully admitted for permanent residence in the United States and domiciled in the State of Illinois, and Taimur Hussain, a subject of a foreign state lawfully admitted for permanent residence in the United States and domiciled in the State of Illinois.

22. Elite Dental, LLC conducts its business operating its practice at six offices in the Commonwealth of Pennsylvania. Each of those offices is specifically identified as an insured location in the Policy.

23. Plaintiff, Dental Dreams, LLC, is a Pennsylvania limited liability company, and its member is Sameera Hussain, a subject of a foreign state lawfully admitted for permanent residence in the United States and domiciled in the State of Illinois.

24. Dental Dreams, LLC conducts its business operating its practice at seven offices in the Commonwealth of Pennsylvania. Each of those offices is specifically identified as an insured location in the Policy.

25. Plaintiff, Dental Dreams, PLLC, is a Michigan professional limited liability company, and its member is Sameera Hussain, a subject of a foreign state lawfully admitted for permanent residence in the United States and domiciled in the State of Illinois.

26. Dental Dreams, PLLC conducts its business operating its practice at eight offices in the State of Michigan. Each of those offices is specifically identified as an insured location in the Policy.

27. Plaintiff, Dental Dreams, PLLC is a District of Columbia professional limited liability company, and its member is Sameera Hussain, a subject of a foreign state lawfully admitted for permanent residence in the United States and domiciled in the State of Illinois.

28. Dental Dreams, PLLC conducts its business operating its practice at three offices in the District of Columbia. Each of those offices is specifically identified as an insured location in the Policy.

29. Plaintiff, Family Dental, LLC is a South Carolina limited liability company, and its members are David Wolle, a citizen of the State of Illinois, Michael Peters, a citizen of the State of Illinois, Khurram Hussain, a subject of a foreign state lawfully admitted for permanent residence in the United States and domiciled in the State of Illinois, Peter Stathakis, a subject of a foreign state lawfully admitted for permanent residence in the United States and domiciled in the State of Illinois, and Taimur Hussain, a subject of a foreign state lawfully admitted for permanent residence in the United States and domiciled in the State of Illinois.

30. Family Dental, LLC conducts its business operating its practice at three offices in the State of South Carolina. Each of those offices is specifically identified as an insured location in the Policy.

31. Plaintiff, Dental Dreams, LLC is a Maryland limited liability company, and its member is Sameera Hussain, a subject of a foreign state lawfully admitted for permanent residence in the United States and domiciled in the State of Illinois.

32. Dental Dreams, LLC conducts its business operating its practice at two offices in the State of Maryland. Each of those offices is specifically identified as an insured location in the Policy.

33. Plaintiff, Dental Dreams of Edmonson, LLC is a Maryland limited liability company, and its member is Sameera Hussain, a subject of a foreign state lawfully admitted for permanent residence in the United States and domiciled in the State of Illinois.

34. Dental Dreams of Edmonson, LLC conducts its business operating its practice at a single office in the State of Maryland. Dental Dreams of Edmonson, LLC's office is specifically identified as an insured location in the Policy.

35. Plaintiff, Dental Dreams, LLC is a Massachusetts limited liability company, and its member is Sameera Hussain, a subject of a foreign state lawfully admitted for permanent residence in the United States and domiciled in the State of Illinois.

36. Dental Dreams, LLC conducts its business operating its practice at twelve offices in the Commonwealth of Massachusetts. Each of those twelve offices is specifically identified as an insured location in the Policy.

37. Defendant, Massachusetts Bay Insurance Company is a New Hampshire corporation with its principal place of business in Bedford, New Hampshire.

JURISDICTION AND VENUE

38. This dispute arises from a breach of an insurance contract that was negotiated in Cook County, Illinois and that was delivered to Dental Experts, LLC at its office in Chicago, Illinois, acting on behalf of Plaintiffs. Consequently, venue in this judicial district is proper.

39. The Court has jurisdiction over this action pursuant to 735 ILCS §5/2-209(a).

FACTS COMMON TO ALL COUNTS

40. Dentists engage in the practice of dentistry at each of the locations identified in the Policy as insured locations.

41. Through the Business Income (And Extra Expense) Coverage Form that Dentists purchased as part of the Policy, Hanover agreed to pay for the actual loss of "Business Income" sustained due to the necessary "suspension" of the insured's "operations" during the "period of

restoration” where the “suspension” results from a direct physical loss or damage to property identified in the declarations.

42. Dentists purchased a “Gold Property Broadening Endorsement” to the Policy increasing and expanding the scope, extent, and breadth of coverage available to them under the Policy.

43. Dentists purchased a “Medical Facilities Property Broadening Endorsement” to the Policy increasing and expanding the scope, extent, and breadth of coverage available to them under the Policy.

44. Each of Dentists’ offices are identified in the Policy as locations for which Business Income Loss coverage is identified in the declarations.

45. “Occurrence” is defined in the Policy as loss or damage attributable an act, event, cause or series of similar, related acts, events, or causes either involving or not involving any person.

46. “Operations” is defined in the Policy as the insured’s business activities occurring at the described premises.

47. The Medical Facilities Broadening Endorsement amended the coverage afforded under the Policy to include coverage for “Disease Contamination.”

48. “Disease Contamination” is defined in the Policy as “the actual loss of “business income” or extra expense incurred by the insured due to the necessary “suspension” or delay of the insured’s “operations” during the period of restoration” where the “suspension” is “caused by a disease contamination event declared by the National Center for Disease Control, or by the applicable city, county or state Department of Health.”

49. “Suspension” is defined in the Policy as the slowdown or cessation of the insured’s business activities.

50. The Policy defines “period of restoration” as the time after the direct physical loss or damage caused by or resulting from Covered Cause of Loss at an insured location and occupancy is restored with “similar quality.”

Count I
Disease Contamination - Illinois

51. Dental Experts, LLC d/b/a Dental Dreams, LLC; The Dental Clinic, LLC; Premier Dental Clinic, LLC; Studio Dental, LLC; and Bradley Dental, LLC (collectively “Illinois Dentists”) repeat and reallege the allegations of paragraphs 1 through 50 as the allegations of this paragraph 51.

52. During the period of coverage afforded under the Policy, Plaintiff Dental Experts, LLC conducted its operations at twelve locations within the State of Illinois. Each of the twelve locations at which Plaintiff Dental Experts, LLC conducted its operations within the State of Illinois was specifically identified as an insured location for blanket business income coverage under the Policy.

53. During the period of coverage afforded under the Policy, Plaintiff, The Dental Clinic, LLC conducted its operations at one location within the State of Illinois. The single location at which The Dental Clinic, LLC conducted its operations within the State of Illinois was specifically identified as an insured location for blanket business income coverage under the Policy.

54. During the period of coverage afforded under the Policy, Plaintiff Premier Dental Clinic, LLC conducted its operations at two locations within the State of Illinois. Each of the locations at which Plaintiff Premier Dental Clinic, LLC conducted its operations within the State

of Illinois was specifically identified as an insured location for blanket business income coverage under the Policy.

55. During the period of coverage afforded under the Policy, Plaintiff Studio Dental, LLC conducted its operations at two locations within the State of Illinois. Each of the locations at which Plaintiff Studio Dental, LLC conducted its operations within the State of Illinois was specifically identified as an insured location for blanket business income coverage under the Policy.

56. During the period of coverage afforded under the Policy, Plaintiff Bradley Dental, LLC conducted its operations at one location within the State of Illinois. The single location at which Bradley, LLC conducted its operations within the State of Illinois was specifically identified as an insured location for blanket business income coverage under the Policy.

57. During the period of coverage afforded under the Policy, Plaintiffs Illinois Dentists operated 18 dental clinics in the State of Illinois. Each of the 18 dental clinics operated by Illinois Dentists was specifically scheduled as an insured location for blanket business income coverage under the Policy.

58. On March 20, 2020, the Governor of Illinois entered an executive order in response to the spread of COVID-19, a global pandemic, requiring all individuals in the State of Illinois to stay at home with the exception of engaging in essential activities and ordered all non-essential businesses to cease operations except that workers were permitted to work from home. Consequently, the order precluded the use of property other than as permitted resulting in a physical loss of property. The executive order required the state, county, and local departments of public health to implement regulations consistent with his executive order.

59. The Policy defines “Operations” as business activities at the insured’s covered location. A “Disease Contamination” is an event that requires suspension of operations at the insured’s insured location.

60. As a consequence of the March 20, 2020 executive order, Illinois Dentists were prohibited from using the insured locations to conduct their business resulting in a physical loss of the insured properties and were required to suspend operations at eighteen separate insured locations. Consequently, on March 20, 2020, Illinois Dentists incurred 18 occurrences.

61. Dental Experts, LLC timely submitted Illinois Dentists’ claims with respect to each of the occurrences arising from the March 2020 disease contamination event to Hanover. Illinois Dentists fully complied with their obligations under the Policy in connection with their disease contamination claims arising from the March 2020 disease contamination event.

62. Pursuant to the Medical Facilities Property Broadening Endorsement, Illinois Dentists are each entitled to a recovery of up to \$25,000.00 for loss of business income arising from a disease contamination event.

63. Illinois Dentists, through Dental Experts, submitted proof of loss of business income for each of the 18 insured locations at which they were required to suspend their operations as a result of the March 2020 disease contamination event. The proof of loss of business income submitted by Dentists demonstrated loss of business income resulting from the March 2020 disease contamination event in excess of \$500,000.00.

64. By correspondence dated April 27, 2020, Hanover acknowledged that Illinois Dentists’ claims are covered claims under the Disease Contamination Coverage afforded through the Medical Facilities Property Broadening Endorsement under the Policy.

65. Hanover did not challenge or contest the accuracy or sufficiency of the documentation submitted by Illinois Dentists in support of the loss of business income sustained by them in response to the March 2020 disease contamination event.

66. However, Hanover treated Illinois Dentists' claim as a single "occurrence" and sent a check in the amount of \$25,000 for the disease contamination claim.

67. Hanover breached its obligations to Illinois Dentists under the Policy by treating the disease contamination event as a single occurrence rather than as 18 occurrences.

68. As a consequence of Hanover's breach, Hanover underpaid Illinois Dentists' claims arising from the March 2020 disease contamination event.

WHEREFORE, Illinois Dentists ask that judgment be entered in their favor and against Hanover, and that they be awarded \$425,000.00, pre-judgment interest, and such other relief as this Court deems just.

Count II Disease Contamination – Massachusetts

69. Plaintiffs Dental Dreams, LLC ("Massachusetts Dentists") repeat and reallege the allegations of paragraphs 1 through 50 as the allegations of this paragraph 69.

70. During the period of coverage afforded under the Policy, Massachusetts Dentists conducted its operations at twelve locations within the State of Massachusetts. Each of the twelve locations at which Massachusetts Dentists conducted its operations within the State of Massachusetts was specifically identified as an insured location for blanket business income coverage under the Policy.

71. On March 23, 2020, the Governor of Massachusetts entered an executive order in response to the spread of COVID-19, a global pandemic, requiring all individuals in the State of Massachusetts to stay at home with the exception of engaging in essential activities and ordered

all non-essential businesses to cease operations except that workers were permitted to work from home. Consequently, the order precluded the use of property other than as permitted resulting in a physical loss of property. The executive order required the state, county, and local departments of public health to implement regulations consistent with his executive order.

72. The Policy defines “Operations” as business activities at the insured’s covered location. A “Disease Contamination” is an event that requires suspension of operations at the insured’s insured location.

73. As a consequence of the March 23, 2020 executive order, Massachusetts Dentists were prohibited from using the insured locations to conduct their business resulting in a physical loss of the insured properties and were required to suspend operations at twelve separate insured locations. Consequently, on March 23, 2020, Massachusetts Dentists incurred 12 occurrences.

74. Dental Experts, on behalf of Massachusetts Dentists, timely submitted Massachusetts Dentists’ claims with respect to each of the occurrences arising from the March 2020 disease contamination event to Hanover.

75. Massachusetts Dentists fully complied with their obligations under the Policy in connection with their disease contamination claims arising from the March 2020 disease contamination event.

76. Pursuant to the Medical Facilities Property Broadening Endorsement, Massachusetts Dentists are each entitled to a recovery of up to \$25,000.00 for loss of business income arising from a disease contamination event.

77. Massachusetts Dentists, through Dental Experts, submitted proof of loss of business income for each of the 12 insured locations at which they were required to suspend their operations as a result of the March 2020 disease contamination event.

78. The proof of loss of business income submitted by Massachusetts Dentists demonstrated loss of business income resulting from the March 2020 disease contamination event in excess of \$500,000.00.

79. By correspondence dated April 27, 2020, Hanover acknowledged that Massachusetts Dentists' claims are covered claims under the Disease Contamination Coverage afforded through the Medical Facilities Property Broadening Endorsement under the Policy.

80. Hanover did not challenge or contest the accuracy or sufficiency of the documentation submitted by Dental Experts on behalf of Massachusetts Dentists in support of the loss of business income sustained by them in response to the March 2020 disease contamination event.

81. However, Hanover treated Massachusetts Dentists' claim as a single "occurrence" and sent a check in the amount of \$25,000 for the disease contamination claim.

82. Hanover breached its obligations to Massachusetts Dentists under the Policy by treating the disease contamination event as a single occurrence rather than as 12 occurrences.

83. As a consequence of Hanover's breach, Hanover underpaid Massachusetts Dentists' claims arising from the March 2020 disease contamination event.

WHEREFORE, Massachusetts Dentists ask that judgment be entered in their favor and against Hanover, and that they be awarded \$510,000.00, pre-judgment interest, and such other relief as this Court deems just.

Count III
Disease Contamination – Michigan

84. Plaintiffs Dental Dreams, PLLC ("Michigan Dentists") repeat and reallege the allegations of paragraphs 1 through 50 as the allegations of this paragraph 84.

85. During the period of coverage afforded under the Policy, Michigan Dentists conducted its operations at eight locations within the State of Michigan. Each of the eight locations at which Michigan Dentists conducted its operations within the State of Michigan was specifically identified as an insured location for blanket business income coverage under the Policy.

86. On March 23, 2020, the Governor of Michigan entered an executive order, Executive Order 2020-21, in response to the spread of COVID-19, a global pandemic, requiring all individuals in the State of Michigan to stay at home with the exception of engaging in essential activities and ordered all non-essential businesses to cease operations except that workers were permitted to work from home. Consequently, the order precluded the use of property other than as permitted resulting in a physical loss of property. The executive order required the state, county, and local departments of public health to implement regulations consistent with his executive order.

87. The Policy defines “Operations” as business activities at the insured’s covered location. A “Disease Contamination” is an event that requires suspension of operations at the insured’s insured location.

88. As a consequence of the March 23, 2020 executive order, Michigan Dentists were prohibited from using the insured locations to conduct their business resulting in a physical loss of the insured properties and were required to suspend operations at eight separate insured locations. Consequently, on March 23, 2020, Dentists incurred 8 occurrences.

89. Dental Experts, on behalf of Michigan Dentists timely submitted Michigan Dentists’ claims with respect to each of the occurrences arising from the March 2020 disease contamination event to Hanover.

90. Michigan Dentists fully complied with their obligations under the Policy in connection with their disease contamination claims arising from the March 2020 disease contamination event.

91. Pursuant to the Medical Facilities Property Broadening Endorsement, Michigan Dentists are each entitled to a recovery of up to \$25,000.00 for loss of business income arising from a disease contamination event.

92. Michigan Dentists, through Dental Experts submitted proof of loss of business income for each of the 8 insured locations at which they were required to suspend their operations as a result of the March 2020 disease contamination event.

93. The proof of loss of business income submitted by Michigan Dentists demonstrated loss of business income resulting from the March 2020 disease contamination event in excess of \$500,000.00.

94. By correspondence dated April 27, 2020, Hanover acknowledged that Michigan Dentists' claims are covered claims under the Disease Contamination Coverage afforded through the Medical Facilities Property Broadening Endorsement under the Policy.

95. Hanover did not challenge or contest the accuracy or sufficiency of the documentation submitted by Dental Experts on behalf of Michigan Dentists in support of the loss of business income sustained by them in response to the March 2020 disease contamination event.

96. However, Hanover treated Michigan Dentists' claim as a single "occurrence" and sent a check in the amount of \$25,000 for the disease contamination claim.

97. Hanover breached its obligations to Michigan Dentists under the Policy by treating the disease contamination event as a single occurrence rather than as 8 occurrences.

98. As a consequence of Hanover's breach, Hanover underpaid Michigan Dentists' claims arising from the March 2020 disease contamination event.

WHEREFORE, Michigan Dentists ask that judgment be entered in their favor and against Hanover, and that they be awarded \$200,000.00, pre-judgment interest, and such other relief as this Court deems just.

**Count IV
Disease Contamination – Pennsylvania**

99. Plaintiffs Elite Dental, LLC; Dental Dreams, LLC (collectively "Pennsylvania Dentists") repeat and reallege the allegations of paragraphs 1 through 50 as the allegations of this paragraph 99.

100. During the period of coverage afforded under the Policy, Plaintiff Dental Dreams, LLC conducted its operations at seven locations within the State of Illinois. Each of the seven locations at which Plaintiff Dental Dreams, LLC conducted its operations within the State of Pennsylvania was specifically identified as an insured location for blanket business income coverage under the Policy.

101. During the period of coverage afforded under the Policy, Plaintiff Elite Dental, LLC conducted its operations at six locations within the State of Pennsylvania. The six locations at which Elite Dental, LLC conducted its operations within the State of Pennsylvania were specifically identified as insured locations for blanket business income coverage under the Policy.

102. During the period of coverage afforded under the Policy, Pennsylvania Dentists operated 13 dental clinics in the State of Pennsylvania. Each of the 13 dental clinics operated by Pennsylvania Dentists was specifically scheduled as an insured location for blanket business income coverage under the Policy.

103. On April 1, 2020, the Governor of Pennsylvania entered an executive order in response to the spread of COVID-19, a global pandemic, requiring all individuals in the State of Pennsylvania to stay at home with the exception of engaging in essential activities and ordered all non-essential businesses to cease operations except that workers were permitted to work from home. Consequently, the order precluded the use of property other than as permitted resulting in a physical loss of property. The executive order required the state, county, and local departments of public health to implement regulations consistent with his executive order.

104. The Policy defines “Operations” as business activities at the insured’s covered location. A “Disease Contamination” is an event that requires suspension of operations at the insured’s insured location.

105. As a consequence of the April 1, 2020 executive order, Pennsylvania Dentists were prohibited from using the insured locations to conduct their business resulting in a physical loss of the insured properties and were required to suspend operations at thirteen separate insured locations. Consequently, on April 1, 2020, Dentists incurred 13 occurrences.

106. Dental Experts, on behalf of Pennsylvania Dentists timely submitted Pennsylvania Dentists’ claims with respect to each of the occurrences arising from the April 2020 disease contamination event to Hanover.

107. Pennsylvania Dentists fully complied with their obligations under the Policy in connection with their disease contamination claims arising from the April 2020 disease contamination event.

108. Pursuant to the Medical Facilities Property Broadening Endorsement, Pennsylvania Dentists are each entitled to a recovery of up to \$25,000.00 for loss of business income arising from a disease contamination event.

109. Pennsylvania Dentists, through Dental Experts, submitted proof of loss of business income for each of the 13 insured locations at which they were required to suspend their operations as a result of the April 2020 disease contamination event.

110. The proof of loss of business income submitted by Pennsylvania Dentists demonstrated loss of business income resulting from the April 2020 disease contamination event in excess of \$500,000.00.

111. By correspondence dated April 27, 2020, Hanover acknowledged that Pennsylvania Dentists' claims are covered claims under the Disease Contamination Coverage afforded through the Medical Facilities Property Broadening Endorsement under the Policy.

112. Hanover did not challenge or contest the accuracy or sufficiency of the documentation submitted by Pennsylvania Dentists in support of the loss of business income sustained by them in response to the April 2020 disease contamination event.

113. However, Hanover treated Pennsylvania Dentists' claim as a single "occurrence" and sent a check in the amount of \$25,000 for the disease contamination claim.

114. Hanover breached its obligations to Pennsylvania Dentists under the Policy by treating the disease contamination event as a single occurrence rather than as 13 occurrences.

115. As a consequence of Hanover's breach, Hanover underpaid Pennsylvania Dentists' claims arising from the April 2020 disease contamination event.

WHEREFORE, Pennsylvania Dentists ask that judgment be entered in their favor and against Hanover, and that they be awarded \$325,000.00, pre-judgment interest, and such other relief as this Court deems just.

Count V
Disease Contamination – District of Columbia

116. Plaintiffs Dental Dreams, PLLC (“D.C. Dentists”) repeat and reallege the allegations of paragraphs 1 through 50 as the allegations of this paragraph 116.

117. During the period of coverage afforded under the Policy, D.C. Dentists conducted their operations at three locations within the District of Columbia. Each of the three locations at which D.C. Dentists conducted their operations within the District of Columbia (“D.C.”) was specifically identified as an insured location for blanket business income coverage under the Policy.

118. On March 30, 2020, the Mayor of D.C. entered an executive order in response to the spread of COVID-19, a global pandemic, requiring all individuals in D.C. to stay at home with the exception of engaging in essential activities and ordered all non-essential businesses to cease operations except that workers were permitted to work from home. Consequently, the order precluded the use of property other than as permitted resulting in a physical loss of property. The executive order required the state, county, and local departments of public health to implement regulations consistent with his executive order.

119. The Policy defines “Operations” as business activities at the insured’s covered location. A “Disease Contamination” is an event that requires suspension of operations at the insured’s insured location.

120. As a consequence of the March 30, 2020 executive order, D.C. Dentists were prohibited from using the insured locations to conduct their business resulting in a physical loss of the insured properties and were required to suspend operations at three separate insured locations. Consequently, on March 30, 2020, Dentists incurred 3 occurrences.

121. Dental Experts, on behalf of D.C. Dentists timely submitted D.C. Dentists' claims with respect to each of the occurrences arising from the March 2020 disease contamination event to Hanover.

122. D.C. Dentists fully complied with their obligations under the Policy in connection with their disease contamination claims arising from the March 2020 disease contamination event.

123. Pursuant to the Medical Facilities Property Broadening Endorsement, D.C. Dentists are each entitled to a recovery of up to \$25,000.00 for loss of business income arising from a disease contamination event.

124. D.C. Dentists, through Dental Experts, submitted proof of loss of business income for each of the 3 insured locations at which they were required to suspend their operations as a result of the March 2020 disease contamination event.

125. The proof of loss of business income submitted by D.C. Dentists demonstrated loss of business income resulting from the March 2020 disease contamination event in excess of \$500,000.00.

126. By correspondence dated April 27, 2020, Hanover acknowledged that D.C. Dentists' claims are covered claims under the Disease Contamination Coverage afforded through the Medical Facilities Property Broadening Endorsement under the Policy.

127. Hanover did not challenge or contest the accuracy or sufficiency of the documentation submitted by Dental Experts on behalf of D.C. Dentists in support of the loss of business income sustained by them in response to the March 2020 disease contamination event.

128. However, Hanover treated D.C. Dentists' claim as a single "occurrence" and sent a check in the amount of \$25,000 for the disease contamination claim.

129. Hanover breached its obligations to D.C. Dentists under the Policy by treating the disease contamination event as a single occurrence rather than as 3 occurrences.

130. As a consequence of Hanover's breach, Hanover underpaid D.C. Dentists' claims arising from the March 2020 disease contamination event.

WHEREFORE, Dentists ask that judgment be entered in their favor and against Hanover, and that they be awarded \$75,000.00, pre-judgment interest, and such other relief as this Court deems just.

Count VI
Disease Contamination – Maryland

131. Plaintiffs Dental Dreams, LLC and Dental Dreams of Edmonson, LLC (collectively "Maryland Dentists") repeat and reallege the allegations of paragraphs 1 through 50 as the allegations of this paragraph 131.

132. During the period of coverage afforded under the Policy, Plaintiff Dental Dreams, LLC conducted its operations at three locations within the State of Maryland. Each of the three locations at which Plaintiff Dental Dreams, LLC conducted its operations within the State of Maryland was specifically identified as an insured location for blanket business income coverage under the Policy.

133. On March 23, 2020, the Governor of Maryland entered an executive order in response to the spread of COVID-19, a global pandemic, requiring all individuals in Maryland to stay at home with the exception of engaging in essential activities and ordered all non-essential businesses to cease operations except that workers were permitted to work from home. Consequently, the order precluded the use of property other than as permitted resulting in a physical loss of property. The executive order required the state, county, and local departments of public health to implement regulations consistent with his executive order.

134. The Policy defines “Operations” as business activities at the insured’s covered location. A “Disease Contamination” is an event that requires suspension of operations at the insured’s insured location.

135. As a consequence of the March 23, 2020 executive order, Maryland Dentists were prohibited from using the insured locations to conduct their business resulting in a physical loss of the insured properties and were required to suspend operations at three separate insured locations. Consequently, on March 23, 2020, Maryland Dentists incurred 3 occurrences.

136. Dental Experts, on behalf of Maryland Dentists timely submitted Maryland Dentists’ claims with respect to each of the occurrences arising from the March 2020 disease contamination event to Hanover.

137. Maryland Dentists fully complied with their obligations under the Policy in connection with their disease contamination claims arising from the March 2020 disease contamination event.

138. Pursuant to the Medical Facilities Property Broadening Endorsement, Maryland Dentists are each entitled to a recovery of up to \$25,000.00 for loss of business income arising from a disease contamination event.

139. Maryland Dentists, through Dental Experts, submitted proof of loss of business income for each of the 3 insured locations at which they were required to suspend their operations as a result of the March 2020 disease contamination event.

140. The proof of loss of business income submitted by Maryland Dentists demonstrated loss of business income resulting from the March 2020 disease contamination event in excess of \$500,000.00.

141. By correspondence dated April 27, 2020, Hanover acknowledged that Maryland Dentists' claims are covered claims under the Disease Contamination Coverage afforded through the Medical Facilities Property Broadening Endorsement under the Policy.

142. Hanover did not challenge or contest the accuracy or sufficiency of the documentation submitted by Dental Experts on behalf of Maryland Dentists in support of the loss of business income sustained by them in response to the March 2020 disease contamination event.

143. However, Hanover treated Maryland Dentists' claim as a single "occurrence" and sent a check in the amount of \$25,000 for the disease contamination claim.

144. Hanover breached its obligations to Maryland Dentists under the Policy by treating the disease contamination event as a single occurrence rather than as 3 occurrences.

145. As a consequence of Hanover's breach, Hanover underpaid Maryland Dentists' claims arising from the March 2020 disease contamination event.

WHEREFORE, Maryland Dentists ask that judgment be entered in their favor and against Hanover, and that they be awarded \$75,000.00, pre-judgment interest, and such other relief as this Court deems just.

Count VII
Disease Contamination – South Carolina

146. Plaintiffs, Family Dental, LLC ("South Carolina Dentists") repeat and reallege the allegations of paragraphs 1 through 50 as the allegations of this paragraph 146.

147. During the period of coverage afforded under the Policy, South Carolina Dentists conducted its operations at three locations within the State of South Carolina. Each of the three locations at which Plaintiff Family Dental, LLC conducted its operations within the State of

South Carolina was specifically identified as an insured location for blanket business income coverage under the Policy.

148. On April 6, 2020, the Governor of South Carolina entered an executive order in response to the spread of COVID-19, a global pandemic, requiring all individuals in the state of South Carolina to stay at home with the exception of engaging in essential activities and ordered all non-essential businesses to cease operations except that workers were permitted to work from home. Consequently, the order precluded the use of property other than as permitted resulting in a physical loss of property. The executive order required the state, county, and local departments of public health to implement regulations consistent with his executive order.

149. The Policy defines “Operations” as business activities at the insured’s covered location. A “Disease Contamination” is an event that requires suspension of operations at the insured’s insured location.

150. As a consequence of the April 6, 2020 executive order, South Carolina Dentists were prohibited from using the insured locations to conduct their business resulting in a physical loss of the insured properties and were required to suspend operations at three separate insured locations. Consequently, on April 7, 2020, Dentists incurred 3 occurrences.

151. Dental Experts, on behalf of South Carolina Dentists timely submitted South Carolina Dentists claims with respect to each of the occurrences arising from the April 2020 disease contamination event to Hanover.

152. South Carolina Dentists fully complied with their obligations under the Policy in connection with their disease contamination claims arising from the April 2020 disease contamination event.

153. Pursuant to the Medical Facilities Property Broadening Endorsement, South Carolina Dentists are each entitled to a recovery of up to \$25,000.00 for loss of business income arising from a disease contamination event.

154. South Carolina Dentists, through Dental Experts, submitted proof of loss of business income for each of the 3 insured locations at which they were required to suspend their operations as a result of the April 2020 disease contamination event.

155. The proof of loss of business income submitted by South Carolina Dentists demonstrated loss of business income resulting from the April 2020 disease contamination event in excess of \$500,000.00.

156. By correspondence dated April 27, 2020, Hanover acknowledged that South Carolina Dentists' claims are covered claims under the Disease Contamination Coverage afforded through the Medical Facilities Property Broadening Endorsement under the Policy.

157. Hanover did not challenge or contest the accuracy or sufficiency of the documentation submitted by Dental Experts on behalf of South Carolina Dentists in support of the loss of business income sustained by them in response to the April 2020 disease contamination event.

158. However, Hanover treated South Carolina Dentists' claim as a single "occurrence" and sent a check in the amount of \$25,000 for the disease contamination claim.

159. Hanover breached its obligations to South Carolina Dentists under the Policy by treating the disease contamination event as a single occurrence rather than as 3 occurrences.

160. As a consequence of Hanover's breach, Hanover underpaid South Carolina Dentists' claims arising from the March 2020 disease contamination event.

WHEREFORE, South Carolina Dentists ask that judgment be entered in their favor and against Hanover, and that they be awarded \$75,000.00, pre-judgment interest, and such other relief as this Court deems just.

**Count VIII
Disease Contamination – Texas**

161. Plaintiffs Dental Experts, PA (“Texas Dentists”) repeat and reallege the allegations of paragraphs 1 through 50 as the allegations of this paragraph 161.

162. During the period of coverage afforded under the Policy, Texas Dentists conducted its operations at four locations within the State of Texas. Each of the four locations at which Texas Dentists conducted its operations within the State of Texas was specifically identified as an insured location for blanket business income coverage under the Policy.

163. On March 31, 2020, the Governor of Texas entered an executive order in response to the spread of COVID-19, a global pandemic, requiring all individuals in the State of Texas to stay at home with the exception of engaging in essential activities and ordered all non-essential businesses to cease operations except that workers were permitted to work from home. Consequently, the order precluded the use of property other than as permitted resulting in a physical loss of property. The executive order required the state, county, and local departments of public health to implement regulations consistent with his executive order.

164. The Policy defines “Operations” as business activities at the insured’s covered location. A “Disease Contamination” is an event that requires suspension of operations at the insured’s insured location.

165. As a consequence of the March 30, 2020 executive order, Texas Dentists were prohibited from using the insured locations to conduct their business resulting in a physical loss

of the insured properties and were required to suspend operations at four separate insured locations. Consequently, on March 30, 2020, Dentists incurred 4 occurrences.

166. Dental Experts on behalf of Texas Dentists timely submitted Texas Dentists' claims with respect to each of the occurrences arising from the March 2020 disease contamination event to Hanover.

167. Texas Dentists fully complied with their obligations under the Policy in connection with their disease contamination claims arising from the March 2020 disease contamination event.

168. Pursuant to the Medical Facilities Property Broadening Endorsement, Texas Dentists are each entitled to a recovery of up to \$25,000.00 for loss of business income arising from a disease contamination event.

169. Texas Dentists, through Dental Experts, submitted proof of loss of business income for each of the 4 insured locations at which they were required to suspend their operations as a result of the March 2020 disease contamination event.

170. The proof of loss of business income submitted by Texas Dentists demonstrated loss of business income resulting from the March 2020 disease contamination event in excess of \$500,000.00.

171. By correspondence dated April 27, 2020, Hanover acknowledged that Texas Dentists' claims are covered claims under the Disease Contamination Coverage afforded through the Medical Facilities Property Broadening Endorsement under the Policy.

172. Hanover did not challenge or contest the accuracy or sufficiency of the documentation submitted by Dental Experts on behalf of Texas Dentists in support of the loss of business income sustained by them in response to the March 2020 disease contamination event.

173. However, Hanover treated Texas Dentists' claim as a single "occurrence" and sent a check in the amount of \$25,000 for the disease contamination claim.

174. Hanover breached its obligations to Texas Dentists under the Policy by treating the disease contamination event as a single occurrence rather than as 4 occurrences.

175. As a consequence of Hanover's breach, Hanover underpaid Texas Dentists' claims arising from the March 2020 disease contamination event.

WHEREFORE, Texas Dentists ask that judgment be entered in their favor and against Hanover, and that they be awarded \$100,000.00, pre-judgment interest, and such other relief as this Court deems just.

Count IX
Breach of Contract
Dental Experts, LLC – Physical Loss, Illinois

176. Illinois Dentists repeat and reallege the allegations of paragraphs 1 through 50 as the allegations of this paragraph 176.

177. The Policy is an insurance contract under which Illinois Dentists paid premiums in exchange for Hanover's promise to pay claims for losses covered by the Policy, including but not limited to losses of business income and extra expenses.

178. As a consequence the orders entered by civil authorities in the state of Illinois, Illinois Dentists suffered a physical loss of property in that they were precluded from use of the insured locations insured by them for their intended purpose during the periods encompassed by the orders.

179. As a consequence of the physical loss arising from Illinois Dentists' inability to use their properties due to civil authority orders, Dentists were prevented from using the insured

properties. Consequently, they sustained a physical loss of the insured properties that required the suspension of the operations at the insured locations.

180. Illinois Dentists has incurred expenses from the losses arising from the orders entered by the governing bodies of each insured location.

181. Illinois Dentists complied with all applicable provisions of the Policy, including payment of premiums.

182. Hanover arbitrarily and without justification refused to reimburse Illinois Dentists for any physical loss of the Property and the losses incurred due to the civil authority orders entered and the resulting suspension of business.

183. Hanover denied claims for loss of business income and extra expenses submitted by Dental Experts, LLC on behalf of Illinois Dentists.

184. Hanover's denial breached its obligations to Illinois Dentists, arising from the Claims under the Policy.

185. Illinois Dentists sustained damages resulting from Hanover's breach of its contractual obligations to Illinois Dentists, including loss of business income and extra expenses.

WHEREFORE, Plaintiffs Illinois Dentists, ask for judgment in their favor and against Defendant Hanover for the damages that they prove at trial and for such other relief as this Court deems just.

Count X
Breach of Contract
Dental Experts, LLC – Physical Loss, Michigan

186. Michigan Dentists repeat and reallege the allegations of paragraphs 1 through 50 as the allegations of this paragraph 186.

187. The Policy is an insurance contract under which Michigan Dentists paid premiums in exchange for Hanover's promise to pay claims for losses covered by the Policy, including but not limited to losses of business income and extra expenses.

188. As a consequence the orders entered by civil authorities in the state of Michigan, Michigan Dentists suffered a physical loss of property in that they were precluded from use of the insured locations insured by them for their intended purpose during the periods encompassed by the orders.

189. As a consequence of the physical loss arising from Michigan Dentists' inability to use their properties due to civil authority orders, Michigan Dentists were prevented from using the insured properties. Consequently, they sustained a physical loss of the insured properties that required the suspension of the operations at the insured locations.

190. Michigan Dentists have incurred expenses from the losses arising from the orders entered by the governing bodies of each insured location.

191. Michigan Dentists complied with all applicable provisions of the Policy, including payment of premiums.

192. Hanover arbitrarily and without justification refused to reimburse Michigan Dentists for any physical loss of the Property and the losses incurred due to the civil authority orders entered and the resulting suspension of business.

193. Hanover denied claims for loss of business income and extra expenses submitted by Dental Experts, LLC on behalf of Michigan Dentists.

194. Hanover's denial breached its obligations to Michigan Dentists, arising from the Claims under the Policy.

195. Michigan Dentists sustained damages resulting from Hanover's breach of its contractual obligations to Michigan Dentists, including loss of business income and extra expenses.

WHEREFORE, Plaintiffs Michigan Dentists, ask for judgment in their favor and against Defendant Hanover for the damages that they prove at trial and for such other relief as this Court deems just.

Count XI
Breach of Contract
Dental Experts, LLC – Physical Loss, Maryland

196. Maryland Dentists repeat and reallege the allegations of paragraphs 1 through 50 as the allegations of this paragraph 196.

197. The Policy is an insurance contract under which Maryland Dentists paid premiums in exchange for Hanover's promise to pay claims for losses covered by the Policy, including but not limited to losses of business income and extra expenses.

198. As a consequence the orders entered by civil authorities in the state of Maryland, Maryland Dentists suffered a physical loss of property in that they were precluded from use of the insured locations insured by them for their intended purpose during the periods encompassed by the orders.

199. As a consequence of the physical loss arising from Maryland Dentists' inability to use their properties due to civil authority orders, Maryland Dentists were prevented from using the insured properties. Consequently, they sustained a physical loss of the insured properties that required the suspension of the operations at the insured locations.

200. Maryland Dentists has incurred expenses from the losses arising from the orders entered by the governing bodies of each insured location.

201. Maryland Dentists complied with all applicable provisions of the Policy, including payment of premiums.

202. Hanover arbitrarily and without justification refused to reimburse Maryland Dentists for any physical loss of the Property and the losses incurred due to the civil authority orders entered and the resulting suspension of business.

203. Hanover denied claims for loss of business income and extra expenses submitted by Dental Experts, LLC on behalf of Maryland Dentists.

204. Hanover's denial breached its obligations to Maryland Dentists, arising from the Claims under the Policy.

205. Maryland Dentists sustained damages resulting from Hanover's breach of its contractual obligations to Maryland Dentists, including loss of business income and extra expenses.

WHEREFORE, Plaintiffs Maryland Dentists, ask for judgment in their favor and against Defendant Hanover for the damages that they prove at trial and for such other relief as this Court deems just.

Count XII
Breach of Contract
Dental Experts, LLC – Physical Loss, District of Columbia

206. D.C. Dentists repeat and reallege the allegations of paragraphs 1 through 50 as the allegations of this paragraph 206.

207. The Policy is an insurance contract under which D.C. Dentists paid premiums in exchange for Hanover's promise to pay claims for losses covered by the Policy, including but not limited to losses of business income and extra expenses.

208. As a consequence the orders entered by civil authorities in the District of Columbia, D.C. Dentists suffered a physical loss of property in that they were precluded from use of the insured locations insured by them for their intended purpose during the periods encompassed by the orders.

209. As a consequence of the physical loss arising from D.C. Dentists' inability to use their properties due to civil authority orders, D.C. Dentists were prevented from using the insured properties. Consequently, they sustained a physical loss of the insured properties that required the suspension of the operations at the insured locations.

210. D.C. Dentists has incurred expenses from the losses arising from the orders entered by the governing bodies of each insured location.

211. D.C. Dentists complied with all applicable provisions of the Policy, including payment of premiums.

212. Hanover arbitrarily and without justification refused to reimburse D.C. Dentists for any physical loss of the Property and the losses incurred due to the civil authority orders entered and the resulting suspension of business.

213. Hanover denied claims for loss of business income and extra expenses submitted by Dental Experts, LLC on behalf of D.C. Dentists.

214. Hanover's denial breached its obligations to D.C. Dentists, arising from the Claims under the Policy.

215. D.C. Dentists sustained damages resulting from Hanover's breach of its contractual obligations to Dentists, including loss of business income and, extra expenses.

WHEREFORE, Plaintiffs D.C. Dentists, ask for judgment in their favor and against Defendant Hanover for the damages that they prove at trial and for such other relief as this Court deems just.

Count XIII
Breach of Contract
Dental Experts, LLC – Physical Loss, Pennsylvania

216. Pennsylvania Dentists repeat and reallege the allegations of paragraphs 1 through 50 as the allegations of this paragraph 216.

217. The Policy is an insurance contract under which Pennsylvania Dentists paid premiums in exchange for Hanover's promise to pay claims for losses covered by the Policy, including but not limited to losses of business income and extra expenses.

218. As a consequence the orders entered by civil authorities in the state of Pennsylvania, Pennsylvania Dentists suffered a physical loss of property in that they were precluded from use of the insured locations insured by them for their intended purpose during the periods encompassed by the orders.

219. As a consequence of the physical loss arising from Pennsylvania Dentists' inability to use their properties due to civil authority orders, Pennsylvania Dentists were prevented from using the insured properties. Consequently, they sustained a physical loss of the insured properties that required the suspension of the operations at the insured locations.

220. Pennsylvania Dentists has incurred expenses from the losses arising from the orders entered by the governing bodies of each insured location.

221. Pennsylvania Dentists complied with all applicable provisions of the Policy, including payment of premiums.

222. Hanover arbitrarily and without justification refused to reimburse Pennsylvania Dentists for any physical loss of the Property and the losses incurred due to the civil authority orders entered and the resulting suspension of business.

223. Hanover denied claims for loss of business income and extra expenses submitted by Dental Experts, LLC on behalf of Pennsylvania Dentists.

224. Hanover's denial breached its obligations to Pennsylvania Dentists, arising from the Claims under the Policy.

225. Pennsylvania Dentists sustained damages resulting from Hanover's breach of its contractual obligations to Dentists, including loss of business income and extra expenses.

WHEREFORE, Plaintiffs Pennsylvania Dentists, ask for judgment in their favor and against Defendant Hanover for the damages that they prove at trial and for such other relief as this Court deems just.

**Count XIV
Breach of Contract
Dental Experts, LLC – Physical Loss, South Carolina**

226. South Carolina Dentists repeat and reallege the allegations of paragraphs 1 through 50 as the allegations of this paragraph 226.

227. The Policy is an insurance contract under which South Carolina Dentists paid premiums in exchange for Hanover's promise to pay claims for losses covered by the Policy, including but not limited to losses of business income and extra expenses.

228. As a consequence the orders entered by civil authorities in the state of South Carolina, South Carolina Dentists suffered a physical loss of property in that they were precluded from use of the insured locations insured by them for their intended purpose during the periods encompassed by the orders.

229. As a consequence of the physical loss arising from South Carolina Dentists' inability to use their properties due to civil authority orders, South Carolina Dentists were prevented from using the insured properties. Consequently, they sustained a physical loss of the insured properties that required the suspension of the operations at the insured locations.

230. South Carolina Dentists has incurred expenses from the losses arising from the orders entered by the governing bodies of each insured location.

231. South Carolina Dentists complied with all applicable provisions of the Policy, including payment of premiums.

232. Hanover arbitrarily and without justification refused to reimburse South Carolina Dentists for any physical loss of the Property and the losses incurred due to the civil authority orders entered and the resulting suspension of business.

233. Hanover denied claims for loss of business income and extra expenses submitted by Dental Experts, LLC on behalf of South Carolina Dentists.

234. Hanover's denial breached its obligations to South Carolina Dentists, arising from the Claims under the Policy.

235. South Carolina Dentists sustained damages resulting from Hanover's breach of its contractual obligations to Dentists, including loss of business income and extra expenses.

WHEREFORE, Plaintiffs South Carolina Dentists, ask for judgment in their favor and against Defendant Hanover for the damages that they prove at trial and for such other relief as this Court deems just.

Count XV
Breach of Contract
Dental Experts, LLC – Physical Loss, Texas

236. Texas Dentists repeat and reallege the allegations of paragraphs 1 through 50 as the allegations of this paragraph 236.

237. The Policy is an insurance contract under which Texas Dentists paid premiums in exchange for Hanover's promise to pay claims for losses covered by the Policy, including but not limited to losses of business income and extra expenses.

238. As a consequence the orders entered by civil authorities in the state of Texas, Texas Dentists suffered a physical loss of property in that they were precluded from use of the insured locations insured by them for their intended purpose during the periods encompassed by the orders.

239. As a consequence of the physical loss arising from Dentists' inability to use its property due to civil authority orders, Texas Dentists were prevented from using the insured properties. Consequently, they sustained a physical loss of the insured properties that required the suspension of the operations at the insured locations.

240. Texas Dentists has incurred expenses from the losses arising from the orders entered by the governing bodies of each insured location.

241. Texas Dentists complied with all applicable provisions of the Policy, including payment of premiums.

242. Hanover arbitrarily and without justification refused to reimburse Texas Dentists for any physical loss of the Property and the losses incurred due to the civil authority orders entered and the resulting suspension of business.

243. Hanover denied claims for loss of business income and extra expenses submitted by Dental Experts, LLC on behalf of Texas Dentists.

244. Hanover's denial breached its obligations to Texas Dentists, arising from the Claims under the Policy.

245. Texas Dentists sustained damages resulting from Hanover's breach of its contractual obligations to Dentists, including loss of business income and extra expenses.

WHEREFORE, Plaintiffs Texas Dentists, ask for judgment in their favor and against Defendant Hanover for the damages that they prove at trial and for such other relief as this Court deems just.

Count XVI
Breach of Contract
Dental Experts, LLC – Physical Loss, Massachusetts

246. Massachusetts Dentists repeat and reallege the allegations of paragraphs 1 through 50 as the allegations of this paragraph 246.

247. The Policy is an insurance contract under which Massachusetts Dentists paid premiums in exchange for Hanover's promise to pay claims for losses covered by the Policy, including but not limited to losses of business income and extra expenses.

248. As a consequence the orders entered by civil authorities in the state of Massachusetts, Massachusetts Dentists suffered a physical loss of property in that they were precluded from use of the insured locations insured by them for their intended purpose during the periods encompassed by the orders.

249. As a consequence of the physical loss arising from Massachusetts Dentists' inability to use their properties due to civil authority orders, Massachusetts Dentists were

prevented from using the insured properties. Consequently, they sustained a physical loss of the insured properties that required the suspension of the operations at the insured locations.

250. Massachusetts Dentists has incurred expenses from the losses arising from the orders entered by the governing bodies of each insured location.

251. Massachusetts Dentists complied with all applicable provisions of the Policy, including payment of premiums.

252. Hanover arbitrarily and without justification refused to reimburse Massachusetts Dentists for any physical loss of the Property and the losses incurred due to the civil authority orders entered and the resulting suspension of business.

253. Hanover denied claims for loss of business income and extra expenses.

254. Hanover's denial breached its obligations to Massachusetts Dentists, arising from the Claims under the Policy.

255. Massachusetts Dentists sustained damages resulting from Hanover's breach of its contractual obligations to Massachusetts Dentists, including loss of business income and extra expenses.

WHEREFORE, Plaintiffs Massachusetts Dentists, ask for judgment in their favor and against Defendant Hanover for the damages that they prove at trial and for such other relief as this Court deems just.

Count XVII
Illinois- Section 155 Bad Faith

256. Illinois Dentists repeat and reallege the allegations of paragraphs 1 through 68 and paragraphs 176 through 185 as the allegations of this paragraph 256.

257. Pursuant to 215 ILCS 5/155, in any action by or against an insurance company in which there is a finding that the insurance company acted in a vexatious and unreasonable

manner in the settlement of the claim, the Court may award a statutory penalty as well as the reasonable attorney's fees and costs incurred by the insured to prosecute its claim against the insurance company.

258. Hanover failed to investigate Illinois Dentists' claims and failed to reimburse Illinois Dentists for each occurrence as required under the Policy.

259. Instead, Hanover treated each of the occurrences as a single occurrence without justification and contrary to the express language of the Policy.

260. Hanover's conduct with respect to Illinois Dentists' claims for coverage was and continues to be unreasonable and vexatious by refusing to reimburse Illinois Dentists' for covered losses under the Policy without proper justification and without a reasonable investigation.

WHEREFORE, Illinois Dentists respectfully request that this Honorable Court enter judgment:

- (a) Finding that Hanover's conduct handling the Claim violates Section 155 of the Illinois Insurance Code;
- (b) Awarding Illinois Dentists the reasonable attorneys' fees incurred pursuing coverage from Hanover as part of the taxable costs in this action;
- (c) Awarding Illinois Dentists a penalty of \$60,000 (or the maximum amount allowed by Section 155 at the time of judgment) to be assessed against Hanover;
- (d) Awarding Illinois Dentists prejudgment interest on their attorneys' fees;
- (e) For such other and further relief that this Honorable Court deems appropriate and just.

Count XVIII
Massachusetts Bad Faith - MA ST 176D § 3

261. Massachusetts Dentists repeat and reallege the allegations of paragraphs 1 through 50; paragraphs 69 through 83; and paragraphs 246 through 255 as the allegations of this paragraph 261.

262. Pursuant to Mass. Gen. Laws Ann. Ch. 176D, §3, in any action by or against an insurance company in which there is a finding that the insurance company engaged in unfair claim settlement practice, the Court may award a statutory penalty as well as the reasonable attorney's fees and costs incurred by the insured to prosecute its claim against the insurance company.

263. Hanover failed to investigate Massachusetts Dentists' claims and failed to reimburse Massachusetts Dentists for each occurrence as required under the Policy.

264. Instead, Hanover treated each of the occurrences as a single occurrence without justification.

265. Hanover's conduct with respect to Massachusetts Dentists' claims for coverage was and continues to be unfair by refusing to reimburse Massachusetts Dentists' for covered losses under the Policy without proper justification and without a reasonable investigation.

WHEREFORE, Massachusetts Dentists' respectfully requests that this Honorable Court enter judgment:

- (a) Finding that Hanover's conduct handling the Claims violates Mass. Gen. Laws Ann. Ch. 176D, §3;
- (b) Awarding Massachusetts Dentists the amount of the Claims;
- (c) Awarding Massachusetts Dentists punitive damages not to exceed 25 percent of Dentists' Claims;
- (d) pre-judgment interest equal to 12% per year;

- (e) For such other and further relief that this Honorable Court deems appropriate and just.

Count XIX
Pennsylvania Bad Faith

266. Pennsylvania Dentists repeat and reallege the allegations of paragraphs 1 through 50; 99 through 115; and 216 through 225 as the allegations of this paragraph 266.

267. Pursuant to 42 Pa. C.S.A. § 8371, in any action by or against an insurance company in which there is a finding that the insurance company acted in bad faith against the insured, the Court may award the attorney's fees and costs incurred by the insured to prosecute its claim against the insurance company, punitive damages, and an award of interest at the rate of the prime rate of interest plus 3%.

268. Hanover failed to pay Pennsylvania Dentists for the Claims made under the Policy.

269. Pennsylvania Dentists, through Dental Experts, timely notified Hanover of the Claims under the Policy and provided the appropriate proof of loss.

270. Hanover acknowledged that there was coverage for the loss, but Hanover failed to pay for all of the Claims made under the Policy. Rather, Hanover treated each occurrence as a single occurrence.

271. Hanover refused to acknowledge material policy provisions providing coverage for each occurrence.

272. Hanover's actions have demonstrated a deliberate indifference to Pennsylvania Dentists' rights under the Policy and to Hanover's obligations to Pennsylvania Dentists under the Policy including an obligation to take pay for claims made under the Policy. Hanover has engaged in bad faith conduct with respect to Pennsylvania Dentists' Claims.

WHEREFORE, Plaintiffs Pennsylvania Dentists respectfully requests that judgment be entered in their favor against Hanover awarding Pennsylvania Dentists punitive damages, their reasonable attorney's fees and costs incurred in enforcing their rights against Hanover through this lawsuit, and interest on those amounts from the date Dentists first tendered the defense of the Underlying Lawsuit to Hanover at the prime rate of interest plus 3%, as well as such other relief as this Court deems just.

**Count XX
Maryland Bad Faith**

273. Maryland Dentists repeat and reallege the allegations of paragraphs 1 through 50; 131-145; and 196 through 205 as the allegations of this paragraph 273.

274. Pursuant to Md. Code Ann., Cts. & Jud. Proc. § 3-1701 any action by or against an insurance company in which there is a finding that the insurance company acted in bad faith against the insured, the Court may award the attorney's fees and costs incurred by the insured to prosecute its claim against the insurance company, actual damaged, and an award of interest at the rate of 10% annum on the amount of the judgment.

275. Hanover failed to pay Maryland Dentists for the Claims made under the Policy.

276. Maryland Dentists, through Dental Experts, timely notified Hanover of the Claims under the Policy and provided the appropriate proof of loss.

277. Hanover acknowledged that there was coverage for the loss, but Hanover failed to pay for all of the Claims made under the Policy; rather, Hanover treated each occurrence as a single occurrence.

278. Hanover refused to acknowledge material policy provisions providing coverage for each occurrence.

279. Hanover's actions have demonstrated a deliberate indifference to Maryland Dentists' rights under the Policy and to Hanover's obligations to Maryland Dentists under the Policy including an obligation to take pay for claims made under the Policy. Hanover has engaged in bad faith conduct with respect to Maryland Dentists' Claims.

WHEREFORE, Plaintiff Maryland Dentists respectfully requests that judgment be entered in their favor against Hanover awarding Plaintiff Maryland Dentists actual damages, their reasonable attorney's fees and costs incurred in enforcing their rights against Hanover through this lawsuit, and interest on those amounts from the date Hanover would have paid Maryland Dentists' Claims had Hanover acted in good faith, as well as such other relief as this Court deems just.

Count XXI
South Carolina Bad Faith

280. South Carolina Dentists repeat and reallege the allegations of paragraphs 1 through 50; 146 through 160; and 226 through 235 as the allegations of this paragraph 280.

281. Under South Carolina common law there exists a duty to deal in good faith and fair dealing.

282. Plaintiffs and defendant entered into a insurance contract.

283. South Carolina Dentists timely notified Hanover of the Claims under the Policy and provided the appropriate proof of loss.

284. Hanover acknowledged that there was coverage for the loss, but Hanover failed to pay for all of the Claims made under the Policy. Rather, Hanover treated each occurrence as a single occurrence.

285. Hanover refused to acknowledge material policy provisions providing coverage for each occurrence.

286. Hanover's actions caused the insured to incur damages in excess of \$75,000 exclusive of costs and interests.

287. Hanover have demonstrated a deliberate indifference a reckless disregard to Dentists' rights under the Policy and to Hanover's obligations to South Carolina Dentists under the Policy including an obligation to take pay for claims made under the Policy. Hanover has engaged in bad faith conduct with respect to South Carolina Dentists' Claims.

WHEREFORE, Plaintiffs South Carolina Dentists respectfully request that judgment be entered in their favor against Hanover awarding Plaintiffs South Carolina Dentists actual damages and punitive damages, as well as such other relief as this Court deems just.

Count XXII
Texas Bad Faith – Section 541

288. Texas Dentists repeat and reallege the allegations of paragraphs 1 through 50; 161-175; and 236-245 as the allegations of this paragraph 288.

289. Under Section 541 of the Texas Insurance Code, the acts and omissions of Hanover as complained of herein constitute bad faith.

290. Texas Dentists incurred damages substantially in excess of \$75,000, exclusive of interest and costs, as a result of Hanover's bad faith in its unreasonable and vexatious delay of paying Texas Dentists' claim under the terms of the Policy.

291. Texas Dentists are further entitled to statutory damages up to three times its economic damages as a result of Hanover's bad faith for failure to pay Texas Dentists' claim pursuant to the Policy and materially misrepresenting Texas Dentists' Policy.

292. Texas Dentists have also been required to retain an attorney to bring this action and is entitled to attorney's fees and costs associated with this action.

WHEREFORE, Plaintiffs Texas Dentists respectfully request that judgment be entered in their favor against Hanover awarding Plaintiffs Texas Dentists actual damages and punitive damages, as well as such other relief as this Court deems just.

Respectfully submitted,

Dental Experts, LLC, The Dental Clinic, LLC, Premier Dental Clinic, LLC, Studio Dental, LLC, Bradley Dental, LLC (IL), Dental Experts, PA, Elite Dental, LLC, Dental Dreams, LLC (PA), Dental Dreams, PLLC (MI), Dental Dreams, PLLC (D.C.), Family Dental, LLC, Dental Dreams, LLC (MD), Dental Dreams of Edmonson and Dental Dreams, LLC (MA),

By: /s/ David B. Goodman
David B. Goodman, attorney for Plaintiffs

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