

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR MANATEE COUNTY, STATE OF FLORIDA
GENERAL CIVIL LAW DIVISION**

117 WILLOW LLC,

Plaintiff,

CASE NO.:

vs.

DIVISION:

FEDNAT INSURANCE COMPANY,

Defendant.

_____ /

COMPLAINT

PLAINTIFF, 117 WILLOW LLC, by and through its undersigned counsel, hereby files, this Complaint against Defendant, FEDNAT INSURANCE COMPANY (“FedNat”) and alleges as follows:

1. This is an action for declaratory judgment.
2. The amount in controversy exceeds Thirty Thousand Dollars (\$30,000.00), exclusive of fees, taxable costs, and interest.
3. Plaintiff is a vacation home rental corporation with its principal place of business in Manatee County, Florida.
4. FedNat is a foreign insurance company authorized to and conducting business in Manatee County, Florida.
5. FedNat issued an insurance policy for the premises located at 117 Willow Avenue, Anna Maria, Florida 34127, bearing policy number FD-0002029935-03 (“the Policy”). A copy of the Policy is attached hereto as Exhibit A.
6. While the Policy was in full force and effect, Plaintiff timely presented a claim for all payments due under the Policy resulting from lost rental income, remediation costs, civil

authority closings, and all other insured damages arising from the business impact of the Novel Coronavirus (“Virus”) and associated disease, COVID-19.

7. The actual or reasonably possible physical presence of the Virus at or on the insured premises and personal property renders the insured’s use as a vacation home rental unreasonably dangerous under the prevailing scientific community’s knowledge rendering a complete or partial loss of the use of the insured property and causes “direct physical loss or damage to” the insured premises and personality, as those terms are used in the Policy.

8. FedNat, however, has denied Plaintiff’s claim for benefits, asserting that there has not been a covered loss.

9. Plaintiff has at all times complied with and performed all of the covenants, conditions and obligations that Plaintiff was required to perform under the insurance contract; additionally, and alternatively, any covenants, conditions and obligations not performed by Plaintiff have been waived.

10. Plaintiff has employed the undersigned law firm to represent it in this action and has agreed to pay it a reasonable fee for its services herein.

Count I - Declaratory Judgment

11. Plaintiff re-alleges and reasserts the allegations set forth in Paragraphs 1 through 10 as if fully set forth herein.

12. The parties’ disagreement over whether coverage exists for the loss arises out of differing constructions of the Policy.

13. Plaintiff asserts the loss is covered under the Policy, while FedNat asserts that the loss is not covered under the Policy and continues to deny coverage.

14. The refusal of FedNat to cover the loss has placed Plaintiff in doubt of its rights under the Policy and there exists a present and actual controversy capable of judicial resolution.

WHEREFORE, for the foregoing reasons, PLAINTIFF, 117 WILLOW LLC, respectfully requests the Court to enter judgment in its favor and against DEFENDANT, FEDNAT INSURANCE COMPANY, declaring that:

- a. The actual or possible presence of the Virus at or on the insured premises or personalty meet the Policy's "direct physical loss or damage to property" language;
- b. The Policy affords coverage for loss of income and other benefits set forth by the applicable terms and condition of the Policy;
- c. Plaintiff is entitled to an award of attorney's fees as the prevailing party in this cause of action; and
- d. Such other and further relief as this court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on all issues so triable.

/S/ LEE D. GUNN IV, ESQ.
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