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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17
18 **LOS ANGELES COUNTY—STANLEY MOSK COURTHOUSE**

19
20 MARK J. GERAGOS, an individual;

21 Plaintiff,

22 vs.

23
24 THE TRAVELERS INDEMNITY
25 COMPANY OF CONNECTICUT , a
26 corporation; ERIC GARCETTI, an
individual, and; DOES 1 to 25, inclusive,

27 Defendants.
28

CASE NO.:

**COMPLAINT FOR DECLARATORY
RELIEF**

1 Plaintiff Mark J. Geragos (“Mr. Geragos” or “Plaintiff”), brings this Complaint,
2 alleging against Defendants The Travelers Indemnity Company of Connecticut (“Travelers”),
3 Eric Garcetti (“Garcetti”), and DOES 1 through 25 (collectively as “Defendants”) as follows:

4 **PARTIES**

5 1. At all relevant times, Plaintiff Mark J. Geragos is an individual who
6 resides in Los Angeles County. Plaintiff owns, operates, and/or manages a small
7 commercial business retail space comprised of two separate businesses, including a
8 bookstore and a law office located at 415 East Broadway, Glendale, California 91206.

9 2. At all relevant times, Defendant The Travelers Indemnity Company of
10 Connecticut (“Travelers”) is a corporation organized under the laws of Connecticut, and
11 licensed by the State of California to do business and doing business in the County of Los
12 Angeles, California (COA #6168) subscribing to Policy Number 680-1H922632 (the
13 “Policy”) issued to Plaintiff for the period of May 27, 2019 through May 27, 2020.
14 Travelers is transacting the business of insurance in the state of California and the basis of
15 this suit arises out of such conduct.

16 3. At all relevant times, Defendant Eric Garcetti is an individual who is being
17 named in his official capacity as the Mayor of Los Angeles.

18 **JURISDICTION AND VENUE**

19 4. The Court has subject matter jurisdiction over the matter alleged herein.

20 5. Plaintiff is informed and believes, and thereon alleges, that this Court is the
21 proper venue for trial because the acts and/or omissions complained of took place, in whole
22 or in part, within the venue of this Court. Further, Defendants are located and conduct
23 business here, and witnesses are located here.

24 **FACTUAL BACKGROUND**

25 6. On or about May 27, 2019, Plaintiff entered into a contract of insurance with
26 Travelers, whereby Plaintiff agreed to make payments to Travelers in exchange for
27 Travelers’ promise to indemnify Plaintiff for losses including, but not limited to, business
28 income losses at its commercial business retail space (hereinafter “Insured Property”) located

1 at 415 East Broadway, Glendale, California 91206.

2 7. The Insured Property consists of two commercial businesses, including a
3 bookstore and a law office. The entire commercial office space is owned, managed, and/or
4 controlled by Plaintiff.

5 8. The Insured Property is covered under an insurance policy issued by the
6 Travelers bearing Policy Number 680-1H922632 (the “Policy”).

7 9. The Policy is currently in full effect, providing property, business personal
8 property, business income and extra expense, and additional coverages between the period of
9 May 27, 2019 through May 27, 2020.

10 10. Plaintiff faithfully paid policy premiums to Travelers, specifically to provide
11 additional coverages for “Business Income and Extra Expense Coverage” in the event of
12 business closures by order of Civil Authority.

13 11. Under the Policy, insurance is extended to apply to the actual loss of business
14 income sustained and the actual, necessary and reasonable extra expenses incurred when
15 access to the scheduled premises is specifically prohibited by order of Civil Authority as the
16 direct result of a covered cause of loss to property in the immediate area of Plaintiff’s
17 scheduled premises. This additional coverage is identified as coverage under “Civil
18 Authority” as part of the Policy’s “Property Optional Coverages” section.

19 12. The Policy is an all-risk policy, insofar as it provides that a covered cause of
20 loss under the policy means direct physical loss or direct physical damage unless the loss is
21 specifically excluded or limited in the Policy.

22 13. The Policy’s Civil Authority Coverage Section extends coverage to direct
23 physical loss or damage that results in a covered cause of loss to the Property in the
24 immediate area of the “scheduled premises”.

25 14. Based on information and belief, Travelers has accepted the policy premiums
26 with no intention of providing any coverage under the Policy’s Civil Authority Coverage
27 Section due to a loss and shutdown from a virus pandemic.

28 15. The global COVID-19 pandemic has physically impacted both public and

1 private property and physical spaces around the world, as well as the right of the general
2 public to gather and utilize retail business locations. The currently-raging pandemic has been
3 exacerbated by the fact that the deadly virus physically infects and stays on surfaces of
4 objects or materials, “fomites,” for up to twenty-eight days. The scientific community in the
5 United States and indeed, across the world, including the World Health Organization, has
6 recognized that the Coronavirus is a cause of real physical loss and damage.

7 16. Indeed, a number of countries such as: China, Italy, France, and Spain have
8 required the fumigation of public areas prior to allowing them to re-open. A recent scientific
9 study printed in the New England Journal of Medicine explains that the virus is detectable
10 for up to three hours in aerosols, up to four hours on copper, up to 24 hours on cardboard
11 boxes, and up to three days on plastic and stainless steel¹. Notably, the most potent form of
12 the virus is not airborne but rather present on physical surfaces.

13 17. On March 15, 2020, the Mayor of Los Angeles, Defendant Garcetti, issued an
14 Executive Order (No. 202.6) directing all “non-essential” businesses to be closed in Los
15 Angeles. Defendant Garcetti’s Order came on the heels of Governor Gavin Newsom’s
16 similar state-wide order issued earlier that day. Defendant Garcetti’s Order specifically
17 referenced that it was being issued based on the dire risks of exposure with the contraction
18 of COVID-19 and evidence of physical damage to property. Shortly thereafter, Governor
19 Newsom issued a state-wide “Stay-at-Home Order” for all residents of California. In this
20 case, the property that is damaged is in the immediate area of the Insured Property.

21 18. As a direct and proximate result of this Order, access to Plaintiff’s Insured
22 Property (including to both of its underlying businesses) has been specifically prohibited.

23 19. As a further direct and proximate result of the Order, Plaintiff has been forced
24 to deal with unpaid rent and other related issues stemming from its tenants’ cessation of use
25 with respect to the Insured Premises.

26 _____
27 ¹ See Aerosol and Surface Stability of SARS-CoV-2 as Compared with SARS-CoV-1, New
28 England Journal of Medicine (March 17, 2020), available at
<https://www.nejm.org/doi/pdf/10.1056/NEJMc2004973?articleTools=true>

1 necessary as no adequate remedy at law exists and a declaration of the Court is needed to
2 resolve the dispute and controversy.

3 24. Plaintiff seeks a Declaratory Judgement to determine whether the Order
4 constitutes a prohibition of access to its Insured Premises by a Civil Authority as defined in
5 the Policy.

6 25. Plaintiff further seeks a Declaratory Judgement to affirm that the Order
7 triggers coverage because the Policy does not include exclusion for a viral pandemic and
8 actually extends coverage for physical loss or damage to the Insured Premises.

9 26. Plaintiff further seeks a Declaratory Judgment to affirm that the Policy
10 provides coverage to Plaintiff for any current and future civil authority closures of
11 commercial buildings in California due to physical loss or damage from the Coronavirus and
12 the Policy provides business income coverage in the event that Coronavirus has caused a loss
13 or damage at the Insured Premises.

14 27. Plaintiff does not seek any determination of whether the Coronavirus is
15 physically in the Insured Premises, amount of damages, or any other remedy other than
16 declaratory relief.

17 **PRAYER FOR RELIEF**

18 Wherefore, Plaintiff herein, Mark J. Geragos, prays as follows:

- 19 1) For a declaration that the Order by Eric Garcetti, in his official capacity as Mayor
20 of Los Angeles, constitutes a prohibition of access to Plaintiff's Insured Premises
21 located at 415 East Broadway, Glendale, California 91206.
- 22 2) For a declaration that the prohibition of access by the Order is specifically
23 prohibited access as defined in the Policy.
- 24 3) For a declaration that the Order triggers coverage because the Policy does not
25 include an exclusion for a viral pandemic and actually extends coverage for loss
26 or damage due to physical loss and damage.
- 27 4) For a declaration that the Policy provides coverage to Plaintiff for any current and
28 future civil authority closures of commercial buildings in California due to

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physical loss or damage from the Coronavirus under the Civil Authority coverage parameters and the Policy provides business income coverage in the event that Coronavirus has caused a loss or damage at the insured premises or immediate area of the insured premises.

5) For such other relief as the Court may deem just and proper.

DATED: April 9, 2020

GERAGOS & GERAGOS, APC
DHILLON LAW GROUP INC.

By: _____


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