

IN THE CIRCUIT COURT OF MARYLAND  
FOR FREDERICK COUNTY

\_\_\_\_\_  
GPL ENTERPRISE, LLC D/B/A )  
THE ANCHOR BAR )  
5605 Spectrum Drive )  
Frederick, Maryland 21703 )  
Frederick County )

Plaintiff, )

V. )

LLOYD'S OF LONDON )  
25 West 53<sup>rd</sup> Street, 14<sup>th</sup> Floor )  
New York, New York 10019 )

Serve On: )  
Lloyd's America, Inc )  
280 Park Avenue, East Tower )  
25<sup>th</sup> Floor )  
New York, New York 10017 )

and )

CERTAIN UNDERWRITERS AT )  
LLOYD'S, LONDON SUBSCRIBING )  
TO POLICY NO. DTW01619P00011 )  
25 West 53<sup>rd</sup> Street, 14<sup>th</sup> Floor )  
New York, New York 10019 )

Serve On: )  
Lloyd's America, Inc )  
280 Park Avenue, East Tower )  
25<sup>th</sup> Floor )  
New York, New York 10017 )

Defendants. )  
\_\_\_\_\_ )

Civil Case No. \_\_\_\_\_

C-10-CV-20-000284

**COMPLAINT**

Plaintiff GPL Enterprise, LLC d/b/a The Anchor Bar ("Plaintiff" or "Anchor Bar"), by and through undersigned counsel, hereby files this Complaint against Defendants Lloyd's of London

("Lloyd's") and Certain Underwriters at Lloyd's, London Subscribing to Policy No. DTW01619P00011 ("Certain Underwriters") (Lloyd's and Certain Underwriters referred to collectively hereinafter as "Defendants"), stating as follows:

**PARTIES**

1. Plaintiff is a limited liability company organized and existing under the laws of the State of Maryland with its principle place of business at 5605 Spectrum Drive, Frederick, Maryland 21703.

2. Defendant Lloyd's, upon information and belief, is an insurance company with principal offices in New York, New York, is not registered to do business in Maryland, and/or is not an actively registered carrier in the State of Maryland.

3. Defendant Certain Underwriters, upon information and belief, is an insurance company with principal offices in New York, New York and is a non-admitted carrier in the State of Maryland.

4. The exact relationship between Lloyd's and Certain Underwriters is unknown at this time. However, upon information and belief, Certain Underwriters is the alter ego of Lloyds, Certain Underwriters is not registered to do business in Maryland, Certain Underwriters is not a registered insurer in the State of Maryland, and/or Certain Underwriters is an insolvent shell company without sufficient assets to satisfy any judgment entered in this matter.

**JURISDICTION AND VENUE**

5. Upon information and belief, this Court has subject matter jurisdiction over the claims and personal jurisdiction over the parties pursuant to MD. CODE. ANN., CTS. & JUD. PROC. §6-102(a) and/or §6-103(b).

4. Upon information and belief, this venue is proper pursuant to MD. CODE. ANN., CTS. & JUD. PROC. §6-201(a) since Defendants carry on a regular business this County, pursuant to MD. CODE. ANN., CTS. & JUD. PROC. §6-201(b) since there is no single venue applicable to all Defendants.

5. In addition, upon information and belief, Defendants have consented to jurisdiction in this venue.

### **STATEMENT OF FACTS**

6. Defendants are insurers under a policy of insurance issued to Plaintiff and effective December 20, 2019 to December 20, 2020 (“Policy”). A copy of what is believed to be that Policy is attached hereto as **Exhibit 1**.

7. The Policy provides certain coverage/insurance against losses for Plaintiff’s business premises located at 5605 Spectrum Drive, Frederick, Maryland 21703 (“Premises”).

8. Plaintiff’s Policy includes insurance/coverage against, *inter alia*, Business Income (and Extra Expense) losses, as well as additional Civil Authority Coverage when access to the Premise is prohibited by order of a civil authority (Form CP 00 30 10 12).

9. In early 2020, COVID-19 (the “Virus”) began spreading throughout the United States, including Maryland. On or about March 11, 2020, the World Health Organization declared the Virus a pandemic. In or around March 2020, the Virus caused direct physical loss of and/or damage to persons and property throughout the country, including such direct physical loss of and/or damage to Plaintiff’s Premises.

10. In response to such Virus and/or the loss or damage caused by it, on March 16, 2020, the Governor of Maryland issued an Emergency Order (“March 16<sup>th</sup> Order) which, *inter alia*, closed

down all Maryland restaurants/bars indefinitely (except for delivery, drive through, and/or take out).<sup>1</sup>

11. On March 30, 2020, Plaintiff gave timely notice (“March 30<sup>th</sup> Notice) to Defendants of Plaintiff’s claim under the Policy (“Claim”). A copy of that March 30<sup>th</sup> Notice is attached hereto as **Exhibit 2**.<sup>2</sup>

12. Upon receiving Plaintiff’s Claim, Defendants and/or Defendants’ agents requested certain supporting documentation from Plaintiff and Plaintiff provided such documentation.

13. Plaintiff’s losses are ongoing, however, Plaintiff estimates Claim-related losses may approach or even exceed the \$1,000,00.00 limits on its Policy.

14. On or about April 10, 2020, Defendants denied Plaintiff’s Claim (“Claim Denial”). A copy of that Claim Denial is attached hereto as **Exhibit 3**. Per that Claim Denial, it is Defendants’ position that coverage does not exist under Plaintiff’s Policy on the purported ground that the Virus did not cause direct physical loss of or damage to the Property/Premises.

15. However, the terms “direct physical loss of” and/or “direct physical damage to” are not defined in the Policy and/or are ambiguous terms.

16. Furthermore, Defendants appear to have an “Exclusion of Loss Due to Virus or Bacteria” in certain policies, however, Plaintiffs’ Policy does not appear to have such an exclusion. *See* March 18, 2020, email from Policy agent to Plaintiff’s agent/owner (Michael McCarthy), attached hereto as **Exhibit 4**. Accordingly, if Defendants’ insurance policies already excluded losses or damage caused by viruses, then having an Exclusion of Loss Due to Virus or Bacteria would be

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<sup>1</sup> Plaintiff initially attempted to operate on a pick-up basis, but under the circumstances it was not feasible for Plaintiff to safely and profitably operate its business on a delivery/pick up basis.

<sup>2</sup> A copy of the March 16<sup>th</sup> Order is attached as Exhibit A to the March 30<sup>th</sup> Notice.

unnecessary and/or redundant.

17. At least two other jurisdictions have recognized that the Virus causes physical property loss or damage. *See Exhibit 5*, attached hereto.

**COUNT I**  
**(Breach of Contract)**

18. Paragraphs 1-17 are incorporated herein by reference.

19. Under the terms of the Policy and for the reasons set forth above, Defendants have a duty to provide coverage for Plaintiff's Claim.

20. Per Defendants' Claim Denial, Defendants materially breached that duty.

21. Plaintiff has suffered substantial harm/losses as a result of such breach.

WHEREFORE, Plaintiff respectfully request that this Court enter a money judgment in its favor against Defendants, jointly and severally, in an amount in excess of \$75,000.00, including reasonable attorneys' fees, costs and pre-judgment and post-judgment interest.

**COUNT II**  
**(Declaratory Judgment)**

22. Paragraphs 1-21 are incorporated herein by reference.

23. Plaintiff has an affected interest under their the Policy (a contract) and seeks a declaration of its (and/or the Defendants') rights, status and/or other legal relations with respect to the Policy.

24. Accordingly, pursuant to MD. CODE ANN., CTS. & JUD. PROC. §3-406, Plaintiff is entitled to a declaration of the parties' respective rights and, specifically, a declaration that coverage exists under the Policy for Plaintiff's Claim.

25. In addition, (a) an actual controversy exists between the parties; (b) antagonistic

claims are present between the parties involved which indicate imminent and inevitable litigation; (c) the parties have asserted their respective rights with respect to coverage under the Policy for Plaintiff's Claim and the other has denied or challenged that right (both parties asserting concrete interests/rights to/over the same); and/or (d) declaring the parties' respective rights, status and/or legal relations will serve to terminate the uncertainty or controversy giving rise to the proceeding. Accordingly, Plaintiff is also entitled to relief pursuant to MD. CODE ANN., CTS. & JUD. PROC. §3-409.

WHEREFORE, Plaintiff respectfully requests that this Court:

- (A) Determine and adjudicate the rights and liabilities of the parties with respect to coverage under the Policy for Plaintiff's Claim;
- (B) Order Defendants to provide coverage under the Policy for Plaintiff's Claim; and
- (C) Award Plaintiffs attorneys' fees, costs and any other relief that this Court deems proper.

**DEMAND FOR JURY TRIAL**

26. Pursuant to Rule 2-325(a), Plaintiff hereby demands a jury trial on all issues so triable.

Respectfully Submitted,

/s/ Brian M. Maul

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