

1 3. Plaintiff Pamela K. Brady, DDS is a natural person residing in the District of
2 Columbia. Furthermore, Plaintiff Pamela Brady operates a dental services
3 facility at 1145 19th Street Northwest, Washington, District of Columbia
4 20036 which is the subject of this Complaint.

5 4. Defendant Sentinel Insurance Company ("Sentinel"), is a Florida corporation
6 whose principal place of business is located at One Hartford Plaza, Hartford,
7 Connecticut 06155. Defendant Sentinel can be served through their registered
8 agent, their Chief Financial Officer, at 200 East Gaines Street, Tallahassee,
9 Florida 32399. By conducting regular and continuous business in the District
10 of Columbia through contract, Defendant Sentinel is subject to the venue and
11 jurisdiction of this Court.

12 5. Defendant Hartford Insurance Company ("Hartford"), is a Florida insurance
13 company whose principal place of business is at One Hartford Plaza, HO-1-
14 11, Hartford, Connecticut 06155. Defendant Hartford can be served through
15 its registered agent, its Chief Financial Officer, at Post Office Box 6200, 200
16 East Gaines Street, Tallahassee, Florida 32399. By conducting regular and
17 continuous business with Defendant Sentinel in the District of Columbia
18 through contract, Defendant Hartford is subject to the venue and jurisdiction
19 of this Court.

1 **Jurisdiction and Venue**

2 6. Defendants conducts business in Georgia and therefore personal jurisdiction
3 is established.

4 7. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §1332.

5 8. Venue is proper in the United States District Court Northern District of
6 Georgia pursuant to 28 U.S.C § 1391b(3) because the Defendants are subject
7 to personal jurisdiction within this Court’s judicial district.

8 **Factual Allegations**

9 9. On or around May 2019, Defendants Sentinel and Hartford (collectively,
10 “Defendants”) entered into a contract of insurance with the Plaintiff,
11 whereby plaintiffs agreed to make payments to the Defendants in exchange
12 for Defendants’ promise to indemnify the Plaintiffs for losses including, but
13 not limited to business income losses Plaintiff’s property.

14 10. The insured property include Plaintiff’s dental office located in
15 Washington, DC. Plaintiff has upheld a stellar reputation by gaining and
16 maintaining the confidence and trust of the community by rendering the
17 quality dental services. Plaintiff’s reputation is evidenced by its consistent
18 5-star customer reviews. Plaintiff’s dental office is open five days a week,
19 Monday through Friday, from 9:00am to 5:00pm.

1 11. The Insured Properties are covered under a policy issued by the Defendants
2 with policy number believed to be 42-SBA-IH9178-SA (hereinafter
3 “Policy”).

4 12. The Policy is currently in full effect, providing property, business personal
5 property, business income and extra expense, and additional coverages.

6 13. Plaintiffs faithfully paid policy premiums to the Defendants, specifically to
7 provide additional coverages under Business Income and Extra Expense
8 Form in the event of business closures by order of Civil Authority.

9 14. Under the policy, insurance is extended to apply to the actual loss of business
10 income sustained and the actual, necessary and reasonable extra expenses
11 incurred when access to the scheduled premises is specifically prohibited by
12 order of civil authority as the direct result of a covered cause of loss to
13 property in the immediate area of plaintiffs’ scheduled premises. This
14 additional coverage is identified as coverage under “Civil Authority”.

15 15. The policy is an all-risk policy, insofar as it provides that covered causes of
16 loss under the policy means direct physical loss or direct physical damage
17 unless the loss is specifically excluded or limited in the policy.

18 16. Based on information and belief, the Defendants have accepted the policy
19 premiums with no intention of providing any coverage under the Business
20

1 Income and Extra Expense Coverage or the Civil Authority extension due to
2 a loss and shutdown from a virus pandemic.

3 17. The scientific community, and those personally affected by the virus,
4 recognize the Coronavirus as a cause of real physical loss and damage.

5 18. The global Coronavirus pandemic is exacerbated by the fact that the deadly
6 virus physically infects and stays on surfaces of objects or materials,
7 “fomites,” for up to twenty-eight days.

8 19. On March 30, 2020, the Mayor of the District of Columbia, Muriel Bowser,
9 issued an order directing all individuals living in the state to stay at home
10 except that they may leave to provide or receive certain essential services or
11 engage in certain essential activities (“The Order”). The Order further
12 requires all non-essential businesses located within the state to “cease all
13 activities at facilities located within the state, except Minimum Basic
14 Operations.”

15 20. The virus is physically impacting public and private property, and physical
16 spaces in cities around the world and the United States. Any effort by the
17 Defendants to deny the reality that the virus causes physical loss and damage
18 would constitute a false and potentially fraudulent misrepresentation that
19 could endanger policyholders and the public.

1 21. A declaratory judgment determining that the coverage provided under the
2 policy will prevent the Plaintiff from being left without vital coverage
3 acquired to ensure the survival of their businesses due to the shutdown caused
4 by the civil authorities' response is necessary. As a result of the Order,
5 Plaintiff has incurred, and continue to incur, a substantial loss of business
6 income and additional expenses covered under the policy.

7 **FIRST CAUSE OF ACTION**
8 **DECLARATORY RELIEF**

9 22. Plaintiff repeats and incorporates by reference into this cause of action the
10 allegations set forth above at Paragraphs 1-21.

11 23. Under 28 U.S.C. § 2201, the court may declare rights, status, and other legal
12 relations whether or not further relief is or could be claimed.

13 24. An actual controversy has arisen between Plaintiff and the Defendants as to
14 the rights, duties, responsibilities and obligations of the parties in that
15 Plaintiff contend and, on information and belief, the Defendants dispute and
16 deny, that: (1) the Order by Mayor Bowser, in her official capacity,
17 constitutes a prohibition of access to Plaintiff's Insured Premises; (2) the
18 prohibition of access by the Order is specifically prohibited access as defined
19 in the Policy; (3) the Order triggers coverage because the policy does not

1 include an exclusion for a viral pandemic and actually extends coverage for
2 loss or damage due to virus; and (4) the policy provides coverage to the
3 Plaintiff for any current and future civil authority closures in Washington,
4 D.C. due to physical loss or damage from the Coronavirus under the Civil
5 Authority coverage parameters and the policy provides business income
6 coverage in the event that Coronavirus has caused a loss or damage at the
7 insured premises or immediate area of the insured premises. Resolution of
8 the duties, responsibilities, and obligation of the parties is necessary as no
9 adequate remedy at law exists and a declaration of the Court is needed to
10 resolve the dispute and controversy.

11 25. Plaintiff seeks a Declaratory Judgment to determine whether the Order
12 constitutes a prohibition of access to Plaintiff's Insured Premises by a Civil
13 Authority as defined in the Policy.

14 26. Plaintiff further seeks a Declaratory Judgment to affirm that the Order
15 triggers coverage because the policy does not include an exclusion for a viral
16 pandemic and actually extends coverage for loss or damage due to virus.

17 27. Plaintiff further seeks a Declaratory Judgment to affirm that the policy
18 provides coverage to the Plaintiff for any current and future civil authority
19 closures of premises in Washington, D.C. due to physical loss or damage

1 from the Coronavirus and the policy provides business income coverage in
2 the event that Coronavirus has caused a loss or damage at the insured
3 premises.

4 28. Plaintiff does not seek any determination of whether the Coronavirus is
5 physically in the insured premises, amount of damages, or any other remedy
6 other than declaratory relief.

7
8 **PRAYER FOR RELIEF**

9 **WHEREFORE**, Plaintiff prays that judgment be entered against Defendants
10 for the following:

11 **FIRST CAUSE OF ACTION**

12 29. For a declaration that the Order by Mayor Muriel Bowser, in her official
13 capacity, constitutes a prohibition of access to Plaintiff's Insured Premises.

14 30. For a declaration that the prohibition of access by the Order is specifically
15 prohibited access as defined in the Policy.

16 31. For a declaration that the Order triggers coverage because the policy does not
17 include an exclusion for a viral pandemic and actually extends coverage for
18 loss or damage due to virus.

19 32. For a declaration that the policy provides coverage to Plaintiff for any current
20 and future civil authority closures of premises in the State of Georgia due to
physical loss or damage from the Coronavirus under the Civil Authority

1 coverage parameters and the policy provides business income coverage in the
2 event that Coronavirus has caused a loss or damage at the insured premises
or immediate area of the insured premises.

3 33. For such other relief as the Court may deem proper;

4 34. That all costs of this action be taxed upon Defendants;

5 35. That this Court enter and award such other and further relief to Plaintiff as it
deems just and appropriate.

6
7
8 **JURY TRIAL DEMAND**

9
10 36. Plaintiff demands a jury trial on all issues so triable.

11 RESPECTFULLY SUBMITTED,

12 Dated: October 23, 2020

By: Harold L. Johnson

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