

FILED

JUL - 7 2020

KAREN DUNNIGAN, Court Clerk
Pontotoc County, Oklahoma
By *[Signature]*
Deputy

**IN THE DISTRICT COURT OF PONTOTOC COUNTY
STATE OF OKLAHOMA**

CHICKASAW NATION DEPARTMENT OF)
COMMERCE d/b/a GLOBAL GAMING RP, LLC,)
)
Plaintiff,)
v.)
STEADFAST INSURANCE COMPANY,)
)
Defendant.)

Case No. CJ-20-108

PETITION FOR DECLARATORY JUDGMENT

Plaintiff, the Chickasaw Nation Department of Commerce d/b/a Global Gaming RP, LLC, part of the Chickasaw Nation, an Indian tribe, through undersigned counsel, respectfully represents and requests:

PARTIES

1. Plaintiff, the Chickasaw Nation Department of Commerce d/b/a Global Gaming RP, LLC (the "Nation"), is an Indian tribe with its headquarters located in Ada, Oklahoma. The Nation is not a citizen for purposes of federal diversity jurisdiction.
2. Defendant Steadfast Insurance Company ("Steadfast") is a foreign insurer doing business in the State of Oklahoma.
3. Steadfast insures the Nation's property located within the State of Oklahoma.
4. Venue is proper pursuant to 12 O.S. Sec. 137.

FACTUAL BACKGROUND

5. The Nation, as the named insured, owns and operates property used in connection with commercial business and services located within the State of Oklahoma (the "Nation's Property").
6. Steadfast issued commercial line Policy No. CPO5720005-03 with all risk benefits covering the Nation's Property for a policy period from July 1, 2019 to July 1, 2020.

7. Some, but not all, of the benefits provided include time element interruption, interruption by civil authority, limitations of ingress and egress, and extra expense.

8. The Nation has paid all premiums for the coverage.

9. In 2020, the United States of America became infected by COVID 19 resulting in a pandemic. As a result of this pandemic, the Nation's Property sustained direct physical loss or damage and will continue to sustain direct physical loss or damage covered by the policies, including but not limited to time element interruption, extra expense, interruption by civil authority, limitations on ingress and egress, and expenses to reduce loss.

10. As a direct result of this pandemic, the Nation's Property has been damaged, as described above, and cannot be used for its intended purpose.

11. The Nation has been advised by agents of the Steadfast and others that the losses sustained by the Nation are not covered under the policies that are the subject of this action.

CAUSE OF ACTION – DECLARATORY JUDGMENT

12. The previous paragraphs are incorporated here as if restated in full.

13. This is an action for declaratory judgment pursuant 12 O.S. § 1651.

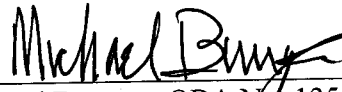
14. For the sake of clarity, and in the event Steadfast seeks to remove this case and/or claims that any federal claim or question is raised by this petition or any other paper, the Nation hereby expressly disavows any such federal claim or question as being part of this lawsuit. The Nation's claims are based in contract and insurance laws under Oklahoma law. The Nation makes no claim with regard to providing healthcare in this lawsuit.

15. The Nation seeks a declaratory judgment from this Court declaring the policy covers the Nation's losses and expenses related to the COVID-19 pandemic and that Steadfast is responsible for said losses and expenses.

PRAYER FOR RELIEF

WHEREFORE, the Nation seeks a declaratory judgment from this Court declaring the policy covers the Nation's losses and expenses related to the COVID-19 pandemic and that Steadfast is responsible for said losses and expenses and such further relief which may be appropriate.

Respectfully submitted,



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