

Return Date: No return date scheduled
Hearing Date: 1/19/2021 10:00 AM - 10:00 AM
Courtroom Number: Elite 10
Location: District 1 Court
Cook County, IL

*In the Circuit Court of Cook County,
Chancery Division, State of Illinois*

FILED
9/21/2020 2:36 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2020CH05946

Elite Dental Specialists PC, individually]
As a Ill Corp and as a Class Representative]
For a Class of Insureds Similarly Situated]
Plaintiff,]

vs]

STATE FARM & CASUALTY CO]
Defendant,]

]Case# 2020CH05946

10517992

Chancery Declaratory Class Action Complaint

Now Comes the Plaintiff ELITE DENTAL SPECIALISTS PC and by Counsel SHELIST & PEÑA LLC and Complains against Defendants as Follows:

**Count I – Declaratory Action Seeking a Declaration
of Coverage and Indemnity**

1. That defendant STATE FARM FIRE & CASUALTY CO ("STATE FARM") is an insurance Company which issues insurance policies in Illinois and plaintiff ELITE DENTAL SPECIALISTS PC is an insured of STATE FARM.
2. That defendant STATE FARM issued a policy, believed to be 93 KN A388, attached hereto, to ELITE DENTAL SPECIALISTS PC.
3. That the policy is issued on the Application information via STATE FARM's agent, believed to be Luis F. Garcia, not a party, albeit plaintiff does not currently have a copy of same; the risk was accepted by STATE FARM and there is venue and jurisdiction herein.
4. That ELITE DENTAL SPECIALISTS PC made a claim on the policy for business interruption and it is believed STATE FARM has denied the claim.

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5. That the policy appended, 93 KN A388 5, includes coverages for 3 offices, to wit, plaintiff's office at 2124 Ogden, 1000 Randall, and 13600 S Route 59 (see p 2 of 8).
6. That the policy appended includes coverages for Loss Of Income and Extra Expense for 12 months 'actual loss sustained', see p 5 of 8.
7. That the Operations of ELITE DENTAL SPECIALISTS PC is the operation of dental medical offices at three insured locations.
8. That the Operations of ELITE DENTAL SPECIALISTS PC was Suspended during a period of a Series of Months due to the Damages inflicted, upon information & belief, on the premises, property, equipment et al by the covid 19 virus.
9. The damages by covid 19 virus on the premises, property, equipment et al is a physical loss to said property of and in the insured premises(s).
10. That during the period of the claim, the Operations of ELITE DENTAL was Suspended so that the premises could be restored to their original situation and condition, cleaned, sterialized, et al to a pre-covid condition.
11. That the damages from the covid 19 virus are an accidental event.
12. That further, where necessary in the Alternative, because of the damages incurred by covid 19, ELITE DENTAL SPECIALISTS PC resumed Operations as fast as possible despite the loss to their property.
13. That the denial by STATE FARM FIRE & CASUALTY CO is apparently based on the theory that the covid 19 attaching itself to persons, property and premises and equipment is not loss to or damages to property when in fact

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the virus is a physical actual accidental attachment and damage to physical property; from this property being attached to, the virus spreads further to other persons and property which interrupts the Operation of this type of dental medical Operations.

14. That the denial is a breach of contract by STATE FARM.

15. There is an actual controversy.

Wherefore, Plaintiff prays for Judgment against Defendants in a Declaration that

- This Plaintiff, is obligated by its policy of Insurance to pay out coverage for Loss of Income and Operations to your plaintiff
- That this claim is not Excluded
- That there is coverage
- That there is a duty to defend and indemnify
- - and for all other Relief just and due & Costs.

I certify same True and Correct by Information & Belief:

Count 2 – Section 215 ilcs 5/155 “bad faith” Claim against Defendant

16. That defendant STATE FARM FIRE & CASUALTY CO (“STATE FARM”) is an insurance Company which issues insurance policies in Illinois and plaintiff ELITE DENTAL SPECIALISTS PC is an insured of STATE FARM.

17. That defendant STATE FARM issued a policy, believed to be 93 KN A388, attached hereto, to ELITE DENTAL SPECIALISTS PC.

18. That the policy is issued on the Application information via STATE FARM’s agent, believed to be Luis F. Garcia, not a party, albeit plaintiff does not currently have a copy of same; the risk was accepted by STATE FARM and there is venue and jurisdiction herein.

19. That ELITE DENTAL SPECIALISTS PC made a claim on the policy for business interruption and it is believed STATE FARM has denied the claim.

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20. That the policy appended, 93 KN A388 5, includes coverages for 3 offices, to wit, plaintiff's office at 2124 Ogden, 1000 Randall, and 13600 S Route 59 (see p 2 of 8).
21. That the policy appended includes coverages for Loss Of Income and Extra Expense for 12 months 'actual loss sustained', see p 5 of 8.
22. That the Operations of ELITE DENTAL SPECIALISTS PC is the operation of dental medical offices at three insured locations.
23. That the Operations of ELITE DENTAL SPECIALISTS PC was Suspended during a period of a Series of Months due to the Damages inflicted, upon information & belief, on the premises, property, equipment et al by the covid 19 virus.
24. The damages by covid 19 virus on the premises, property, equipment et al is a physical loss to said property of and in the insured premises(s).
25. That during the period of the claim, the Operations of ELITE DENTAL was Suspended so that the premises could be restored to their original situation and condition, cleaned, sterialized, et al to a pre-covid condition.
26. That the damages from the covid 19 virus are an accidental event.
27. That further, where necessary in the Alternative, because of the damages incurred by covid 19, ELITE DENTAL SPECIALISTS PC resumed Operations as fast as possible despite the loss to their property.
28. That the denial by STATE FARM FIRE & CASUALTY CO is apparently based on the theory that the covid 19 attaching itself to persons, property and premises and equipment is not loss to or damages to property when in fact

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the virus is a physical actual accidental attachment and damage to physical property; from this property being attached to, the virus spreads further to other persons and property which interrupts the Operation of this type of dental medical Operations.

29. That the denial is a breach of contract by STATE FARM.
30. That section 215 ILCS 5/155 allows an insured, here ELITE DENTAL SPECIALISTS PC, to bring suit to recover policy Damages when defendant vexatiously and improperly leverages its superior financial position to deny a righteous claim.
31. That the covid 19 virus is a physical actual accidental damage to property, premises and equipment, which endangers life health and safety and thus a covered event.
32. That there is no factual or legal basis for the STATE FARM denial.
33. That the denial is not based on reasoned scientific facts.
34. That the very purpose of this Coverage for Loss of Income and operations is to cover accidental damage to and loss to premises, property and equipment occasioned by a virus such as covid 19.

Wherefore, Plaintiff prays for Judgment against Defendants in a Declaration that

- This Plaintiff, is obligated by its policy of Insurance to pay out coverage for Loss of Income and Operations to your plaintiff
- That this claim is not Excluded
- That there is coverage
- That there is a duty to defend and indemnify
- That the denial is vexatious and unreasonable, and without just cause of basis, violative thereby of 215 ILCS 5/155 and
- - and for all other Relief just and due & Costs.

I certify same True and Correct by Information & Belief:

Count 3 – Declaratory Class Action

35. That defendant STATE FARM FIRE & CASUALTY CO (“STATE FARM”) is an insurance Company which issues insurance policies in Illinois and plaintiff ELITE DENTAL SPECIALISTS PC is an insured of STATE FARM.
36. That defendant STATE FARM issued a policy, believed to be 93 KN A388, attached hereto, to ELITE DENTAL SPECIALISTS PC.
37. That the policy is issued on the Application information via STATE FARM’s agent, believed to be Luis F. Garcia, not a party, albeit plaintiff does not currently have a copy of same; the risk was accepted by STATE FARM and there is venue and jurisdiction herein.
38. That ELITE DENTAL SPECIALISTS PC made a claim on the policy for business interruption and it is believed STATE FARM has denied the claim.
39. That the policy appended, 93 KN A388 5, includes coverages for 3 offices, to wit, plaintiff’s office at 2124 Ogden, 1000 Randall, and 13600 S Route 59 (see p 2 of 8).
40. That the policy appended includes coverages for Loss Of Income and Extra Expense for 12 months ‘actual loss sustained’, see p 5 of 8.
41. That the Operations of ELITE DENTAL SPECIALISTS PC is the operation of dental medical offices at three insured locations.
42. That the Operations of ELITE DENTAL SPECIALISTS PC was Suspended during a period of a Series of Months due to the Damages inflicted, upon

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information & belief, on the premises, property, equipment et al by the covid
19 virus.
43. The damages by covid 19 virus on the premises, property, equipment et al is a
physical loss to said property of and in the insured premises(s).
44. That during the period of the claim, the Operations of ELITE DENTAL was
Suspended so that the premises could be restored to their original situation
and condition, cleaned, sterialized, et al to a pre-covid condition.
45. That the damages from the covid 19 virus are an accidental event.
46. That further, where necessary in the Alternative, because of the damages
incurred by covid 19, ELITE DENTAL SPECIALISTS PC resumed Operations
as fast as possible despite the loss to their property.
47. That the denial by STATE FARM FIRE & CASUALTY CO is apparently based
on the theory that the covid 19 attaching itself to persons, property and
premises and equipment is not loss to or damages to property when in fact
the virus is a physical actual accidental attachment and damage to physical
property; from this property being attached to, the virus spreads further to
other persons and property which interrupts the Operation of this type of
dental medical Operations.
48. That the denial is a breach of contract by STATE FARM.
33. Plaintiffs further allege that ELITE DENTAL SPECIALISTS PC is capable of
representing the class and their full interest.

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34. That STATE FARM, believed to be one of the largest carriers in the World, transacts hundreds of commercial policies which include Loss of Income provisions such as in the Attached policy.
35. That both venue and jurisdiction is proper herein.
36. That plaintiff ELITE DENTAL SPECIALISTS PC brings this action for themselves and all other similarly situated under 735 ILCS 5/2-801, medical and/or dental offices (a) sold the Loss of Income coverages by STATE FARM who (b) have been similarly denied coverage by STATE FARM for business interruption Loss of Income coverage because of the accidental damages occasioned by covid 19.
37. That a summary class consists of persons (A) dental and medical offices in Illinois (B) whose Operations were interrupted (C) by accidental damages occasioned by covid 19 to the premises, property and equipment and (D) which occasioned Loss of Income (E) which STATE FARM vexatiously denied.
38. That joinder is not practicable for this size of class and type of claim and discovery for the class is necessary to locate and identify said offices.
39. That clear distinct factual issues for all members of the class exist as described in paragraph 37 which are identical to each member.
40. That counsel may and is competent to proceed.

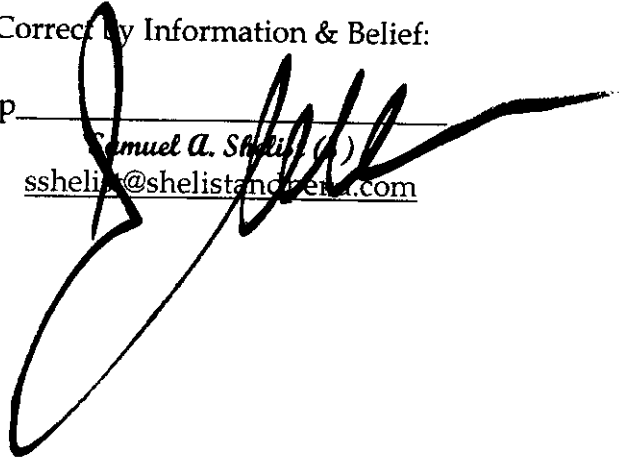
Count 4- Motion to Certify the Class

44. Adopting all of the paragraphs above, Plaintiff moves to certify this class and for leave to file a brief in Support.

Wherefore for Counts 3 and 4, Plaintiff prays for Judgment against Defendants in a Declaration that

- That the Court appoint ELITE DENTAL SPECIALISTS PC as representative of the class
- That the Court order defendant for produce class discovery
- For All other just relief, as may be amended from time to time in this Litigation
- That class counsel SHELIST & PENA LLC be and so appointed
- That the Class be and So Certified
- That the defendants be ordered to comply with their said Policy and
- That and for All other Just Relief

I certify same True and Correct by Information & Belief:

P. 
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