

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

GOURMET DELI REN CEN INC.

Plaintiff,

Case No. 20- -CK

v

HON. _____

FARM BUREAU GENERAL
INSURANCE COMPANY OF MICHIGAN,

Defendant.

Matthew J. Heos (P73786)
THE NICHOLS LAW FIRM, PLLC
Attorney for Plaintiff
3452 E. Lake Lansing Road
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There are no other pending or resolved civil action arising out of the transaction or occurrence alleged in the complaint

COMPLAINT

NOW COMES Plaintiff Gourmet Deli Ren Cen Inc, by and through their attorneys, The Nichols Law Firm, PLLC, and states the following for its Complaint:

1. Plaintiff Gourmet Deli Ren Cen Inc does business in the County of Wayne, State of Michigan.
2. Defendant Farm Bureau General Insurance Company of Michigan is a Michigan corporation doing business in the County of Wayne, State of Michigan.
3. At all relevant times stated herein, Plaintiff was insured by an insurance policy (bearing Policy Number S-3203101) from Defendant which includes, inter alia, business



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16. Michigan Governor Gretchen Whitmer issued the first Covid-19 related executive order (“EO”) on or about March 10, 2020, same being EO 2020-4.
17. On March 23, 2020, Governor Whitmer issued EO 2020-21 prohibiting in-person business, and ordered all nonessential workers to “stay home, stay safe.”
18. Economic activity in the County of Wayne, State of Michigan dropped dramatically thereafter.
19. Restaurants were deemed essential pursuant to EO 2020-21 and could remain open for carryout service and delivery only.
20. Individuals were ordered to stay at home except for exercise and to shop for food and medical supplies.
21. Plaintiff’s business is dependent upon customers who work in the Renaissance Center or who work nearby in downtown Detroit.
22. On April 2, 2020, Governor Whitmer officially suspended in-person learning for schools in Michigan for the rest of the 2019/2020 school year
23. On April 9, 2020, Governor Whitmer signed EO 2020-42 extending EO 2020-21 through April 20, 2020.
24. On April 24, 2020, Governor Whitmer signed EO 2020-59 which loosened some restrictions, but extended the balance of EO 2020-42 through May 15, 2020.
25. No approved treatment or vaccine for Covid-19 exists, and social distancing appears to be the only verifiably effective method of preventing its spread.
26. Covid-19 is predicted to persist in the populace for the foreseeable future.
27. No agents and/or employees of Plaintiff have tested positive for Covid-19, and no Covid-19 positive cases have been traced to the insured properties.
28. Covid-19 is present in persons and property near Plaintiff’s deli.



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COUNT 1 – DECLARATORY ACTION

29. Plaintiff incorporates the preceding paragraphs by reference as though fully stated herein.
30. On or about June 17, 2019, Plaintiff purchased the Policy from Defendant which set forth insurance coverage for business interruption losses and damages among other things. Exhibit 1.
31. Plaintiff paid each premium timely and the Policy was in effect in March, April, May, and June 2020, and a renewed version of the Policy remains in effect today.
32. Plaintiff suspended his business on March 19, 2020 because of EO 2020-42.
33. Plaintiff's revenue dropped precipitously.
34. Plaintiff and its managers, agents and employees have not been infected with or treated or hospitalized for Covid-19.
35. One case of Covid-19 has been reported at the Renaissance Center.
36. Upon information and belief, Covid-19 was present on property near Plaintiff's location in the Renaissance Center and beyond that location.
37. Plaintiff submitted a claim to Defendant for lost revenue, stock, and extra expenses due to a business interruption. See Exhibit 2 – Denial Letter.
38. Defendant denied Plaintiff' claim for business interruption losses because it alleges there is no direct physical loss or damage to the property due to the actions of a civil authority.
39. There has been a direct physical loss or damage to the insured property because Plaintiff cannot use the premises for its intended purposes.
40. There has been a direct loss or damage because of the action of a civil authority.
41. There has been a direct physical loss or damage to Plaintiff's business income.
42. Business income interruption is a covered cause loss pursuant to the Policy.



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43. Plaintiff cannot use the insured property for its intended purposes pursuant to the action of a civil authority.

44. Potential customers could not leave their homes pursuant to the action of a civil authority depriving Plaintiff of business income.

45. Defendant's refusal to honor the Policy and pay Plaintiff' claim for business income losses because of an action of a civil authority is vexatious.

WHEREFORE Plaintiff, by and through its attorneys, The Nichols Law Firm, PLLC, seeks a declaratory judgment pursuant to MCR 2.605 which says that the Policy covers Plaintiff' business income claim and any other relief they may be entitled to and any other relief deemed necessary in the interests of justice.

COUNT 2 – BREACH OF CONTRACT

46. Plaintiff incorporates the preceding paragraphs by reference as though fully stated herein.

47. On or about June 17, 2019, Plaintiff purchased the Policy from Defendant which set forth insurance coverage for business interruption losses and damages among other things. Exhibit 1.

48. Plaintiff paid each premium timely and the Policy was in effect in March, April, May, and June 2020, and a renewed version of the Policy remains in effect today.

49. Plaintiff suspended his business on March 19, 2020 because of EO 2020-42.

50. Plaintiff's revenue dropped precipitously.

51. Upon information and belief, Covid-19 was present on property near Plaintiff's location in the Renaissance Center and beyond that location.

52. Plaintiff submitted a claim to Defendant for lost revenue, stock, and extra expenses due to a business interruption. See Exhibit 2 – Denial Letter.



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53. Defendant denied Plaintiff' claim for business interruption losses because it alleges there is no direct physical loss or damage to the property due to the actions of a civil authority.
54. There has been a direct physical loss or damage to the insured property because Plaintiff cannot use the premises for its intended purposes.
55. There has been a direct loss or damage to property because of the action of a civil authority.
56. There has been a direct physical loss or damage to Plaintiff's business income.
57. Business income interruption is a covered cause loss pursuant to the Policy.
58. Plaintiff cannot use the insured property for its intended purposes pursuant to the action of a civil authority.
59. Potential customers could not leave their homes pursuant to the action of a civil authority depriving Plaintiff of business income.
60. Defendant's refusal to honor the Policy and pay Plaintiff' claim for business income losses because of an action of a civil authority is vexatious.

WHEREFORE Plaintiff, by and through its attorneys, The Nichols Law Firm, PLLC, demands satisfaction for any and all damages, costs and attorney's fees they may be entitled to in excess of \$25,000.00, and any other relief deemed necessary in the interests of justice.

Respectfully submitted,

By: /s/ Matthew J. Heos
Matthew J. Heos (P73786)
Attorney for Plaintiff

Dated: July 13, 2020



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EXHIBIT 1



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