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8 Attorneys for Plaintiff

9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN FRANCISCO

11
12 JAMES COLGAN, an individual d/b/a JAMES
13 COLGAN UNION SQUARE and JAMES
COLGAN POTRERO HILL,

14 Plaintiff,

15 SENTINEL INSURANCE COMPANY, LTD., a
16 Connecticut corporation, and DOES 1 to 20,
17 inclusive,

18 Defendants.
19)
20)

Case No. **CGC - 20 - 584616**

COMPLAINT FOR:
1) BREACH OF CONTRACT
2) DECLARATORY RELIEF

DEMAND FOR JURY TRIAL

21 Comes now, Plaintiff, who alleges as follows:

22 **THE PARTIES, JURISDICTION AND VENUE**

23 1. At all times relevant hereto, Plaintiff, JAMES COLGAN d/b/a JAMES COLGAN
24 UNION SQUARE and JAMES COLGAN POTRERO HILL ("COLGAN" or "Plaintiff") was and is an
25 individual and the owner and sole proprietor of a well known, high-end hair styling salon at two
26 locations in San Francisco, California.

BY FAX

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28 1
COMPLAINT FOR BREACH OF CONTRACT
AND DECLARATORY RELIEF

FILED
San Francisco County Superior Court

JUN 01 2020

CLERK OF THE COURT
BY: Amal Jones
Deputy Clerk

1 Policy” No. 57-SBA BD4683 (“the Policy”), providing, *inter alia*, insurance coverage for “Business
2 Income and Extra Expense” – sometimes referred to as “business interruption” coverage – resulting
3 from “direct physical loss of or physical damage to Covered Property at the premises” described in the
4 Policy. The “premises” covered by the Policy included three locations where, at all times relevant
5 hereto, Plaintiff maintained his hair styling business in San Francisco, California. A copy of what
6 Plaintiff is informed and believes is the Policy is attached hereto, and incorporated herein by this
7 reference, as **EXHIBIT 1**.

8 7. Effective March 17, 2020, and amended March 31, 2020, an Order was issued by the
9 Department of Public Health, City and County of San Francisco, for all people in San Francisco to
10 shelter in place at their residences and, further, for all businesses in San Francisco to cease all but
11 specified limited operations at facilities located within the Country of San Francisco.

12 8. Effective March 19, 2020, the Public Health Officer of the State of California issued
13 Executive Order N-33-20, generally mandating that all individuals living in the State of California stay
14 home or at their place of residence but for limited essential outings.

15 9. The aforementioned orders were issued for public health reasons as a result of a
16 pandemic of a disease called coronavirus 2019, or COVID-19. Plaintiff did not suffer from this virus
17 nor was there evidence that it existed or even threatened his business establishment.

18 10. Because of these governmental orders, Plaintiff was physically unable to utilize his
19 business premises and thus lost the physical use thereof.

20 11. As a result of the above, Plaintiff made a claim to SENTINEL for his business
21 interruption coverage.

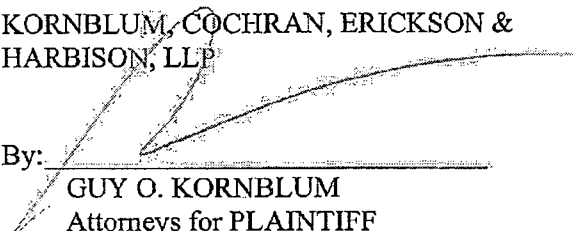
22 12. By two letters, both dated March 22, 2020, SENTINEL, through a representative of The
23 Hartford Commercial Property Center (specifically, Eric.Franklin@thehartford.com), denied Plaintiff's
24 claim on various bases, including, *inter alia*, that Plaintiff had “not identified any physical loss to any
25 property at a scheduled premises,” despite SENTINEL’s knowledge of the circumstances outlined
26 herein.

DEMAND FOR JURY

Plaintiff hereby demands a trial by jury in this matter on all triable issues.

DATED: May 25, 2020.

KORNBLUM, COCHRAN, ERICKSON &
HARBISON, LLP

By: 
GUY O. KORNBLUM
Attorneys for PLAINTIFF

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