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IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY

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LA FERME ENTERPRISES LLC
Plaintiff

-Against -

LLOYD'S LONDON & MILLS MEHR & ASSOCIATES
Defendant,

CASE NO.
Division

-----X

COMPLAINT

Plaintiff, by its attorneys, LAW OFFICE OF KENNETH ADLER complaining of the Defendants LLOYD'S LONDON and MILLS MEHR & ASSOCIATES respectfully alleges as follows:

Jurisdiction, Parties and Venue

... 1. At all times hereinafter mention Plaintiff LA FERME ENTERPRISES LLC is a Florida corporation operating a restaurant business located at 9101 lakeridge Blvd Suite 02, known as and trading as "LA FERME" and referred herein as "Plaintiff" or "Premises".

2. LLOYD'S LONDON issues Commercial Property and Business Income losses insurance within the state of Florida and in accordance with its policies.

3. LLOYD'S LONDON has consented to this court Jurisdiction and Venue upon service of this complaint upon MENDES & MONT 750 Seventh Ave New York, New York 10019, in accordance with its Policies.

4. Defendant MILLS MEHR & ASSOCIATES is the Designated claims agent, representative, administrator and underwriter for Lloyd's London under insurance policies insuring the Plaintiff.

5. This court has subject matter over this action and venue is proper in that Defendant Mills Mehr & Associates principle place of business is in the State of Florida at 2963 Gulf to Bay Blvd Ste208 Clearwater FL33759 and this Defendant does business within County of Palm Beach and conducts business within the county of Palm Beach County and Plaintiff is principally located in Palm Beach County.

6. This the matter involves in excess of \$15,000.00, exclusive of interest, costs and attorney's fees and for other legal and equitable relief.

COUNT I

(Action for Breach of Contract Polices)

7. Plaintiff incorporates by reference those allegations set forth in Paragraphs "1", through "6" above as if set out in full herein.

8. Upon information and beliefs Lloyds London issued Lloyds London Policies No. B11801D1090896/10978JK, B1180D181085/666/JK, B1180D191129/102, JK (herein after

referred to as “Policies “) and is responsible for the payment of any claims for indemnification and losses under the Policies

9, Upon information and belief Lloyds London pursuant to these Policies and other insurance policies insured Plaintiff La Fermi Enterprises LLC, who owned and operated a restaurant known as “LA FERME “: located at 9101 Lakeridge Blvd Ste 02 Boca Raton FL 33496 (herein after referred to as La Ferme, Plaintiff or Premises).

10. Policies covered losses of BUSINESS INCOME and EXTRA EXPENSES from 07/01/2019 thru 07/01/2020.

11. On or about 03/17/2020 and continuing thereafter the State of Florida, a “Civil Authority,” caused the closure of La Ferme from March 18,2020 up to and including June 2,2020 (“Period of Closure “).

12. That as result of that order of closure by a “Civil Authority” the Plaintiff sustained the following substantial covered losses(“LOSS”) (cents omitted) all set out herein commencing 72 hours after the order of closure was issued.

13. The Plaintiff sustained the following damages solely by reason of his inability to operate:

a). LOSS of Business Income during Period of Closure in the amount of no less than \$192,643.00 arising from 72 hours after order of closure (based on applicable period in 2019)

b). LOSS arising from EXTRA EXPENSES incurred as result of the Closure during Period of Closure March 18,2020 thru June 2,2020 (2 ½ months):

i. Rent of \$9,583. a month for period of closure \$23,957.

ii. Electric FPL \$2,947during closure.

iii. Telephone service \$300 during closure.

iv. Insurance \$1,393 @month during closure totaling \$3,482

v. Workman comp insurance \$1,565@month during closure totaling \$3,913.

vi. Fire alarm services of \$32. @month during closure totaling \$80.

vii. Security alarm services of \$35, @ month during totaling \$88.

viii. Comcast cost \$706.

vix. FPU cost \$2,290.

x. Cleaning cost \$600.

Total EXPENSE cost \$ 38,363

14. Upon information and belief the Policies written by Lloyds London and administered by Defendants, the closure following 72 hours after the order of a Civil Authority requires the loss of income of closure **totaling \$231,006 to be paid to Plaintiff.**

COUNT II

(Action for post closure reduction of income)

15. The Plaintiff. repeats and realleges Paragraphs “2 thru 6”, “8” “9” “10 of the complaint

16. That the closure of the Premises having arisen as a continuation of the covered cause of loss, there was a substantial reduction of income during the period when it opened from June 3, 2020 to June 30, 2020 compared same period in 2019 in the amount of \$16,109.

17. Thus as a result Plaintiff sustained an additional loss and damages of **\$16,109**.

18. Plaintiff has demanded payment for its losses and damages which Defendant has denied.

COUNT III

(Action for damages arising from prohibited access)

19. The Plaintiff repeats and realleges Paragraphs "2 thru 6", "8" "9" "10" "11" of the complaint

20. The action of the State of Florida prohibited access to the property of the Plaintiff La Ferme during the period of closure through no excludable action by Plaintiff.

21. The action of the Civil Authorities by its determination prohibited access to the property of Plaintiff La Ferme through no excludable action by Plaintiff.

22. Thus by virtue there of the Plaintiff sustained a **business loss of no less than \$231,006**.

COUNT IV

(Action of Civil Authority to prevent access to Premises)

23. The Plaintiff repeats and realleges Paragraphs "2 thru 6", "8", "9", "10" "11" of the complaint.

24. The Plaintiff was unable to operate its business as a result of the Palm Beach County State of Florida requiring non-essential person not leave their homes during the period of March 18, 2020 thru June 2, 2020 unless their leaving was for medical, health or family reasons.

25. Thus customers and employees were prevented from going into Plaintiff's restaurant during the period of March 18, 2020 thru June 2, 2020 even if opened, through no fault of Plaintiff.

26. Thus by virtue there of the Plaintiff sustained a **business loss of no less than \$231,006**.

COUNT V

(Action for damages to premises)

27. The Plaintiff repeats and realleges Paragraphs "2 thru 6", "8" "9" "10" "11" of the complaint
28. The surrounding other business were required to be closed as a result of occurrence in the area during the period of March 18,2020 thru June 2,2020 and by virtue thereof there was no traffic of customer in the area which would or could result in patronage at the Plaintiff restaurant.
29. Thus by the virtue of this nonexcludable occurrence the Plaintiff sustained through no fault of Plaintiff a business loss of \$231,006 during this period.

COUNT VI

(Action for continuing damages up though trial)

30. The Plaintiff repeats and realleges Paragraphs "2 thru 6," "8" "9" "10" "11" of the complaint
31. The occurrence of the pandemic virus from March 18 2020 to date, tends to infiltrate the Premises resulting in on going damage to the Premises and substantial extra expenses of cleaning and efforts to prevent injury or pandemic infection to customers.
32. Thus by reason thereof the Plaintiff sustained and will continue to sustain substantial damages which could total in excess of \$50,000.

COUNT VII

(Award of attorney fees and costs)

33. Upon Count I thru Count VI the Plaintiff seeks Reasonable attorney s fees and costs of this action.

WHEREFORE the Plaintiff seeks awards and Judgment as follows:

1. Upon the Count I or Count III or Count IV or Count V or collectively the total sum of \$231,006.
2. Upon Count II the sum of \$16,109.
3. Upon Count VI the sum of \$50,000.
4. Upon Count VII an award of reasonable attorney's fee and costs with interest.

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