

IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA

TICKET ALTERNATIVE, LLC	*	
TA TICKET PRINTING, LLC	*	
	*	
PLAINTIFFS,	*	CIVIL ACTION
	*	
v.	*	FILE NO. _____
	*	
HARTFORD INSURANCE COMPANY	*	
OF THE MIDWEST	*	
THE BARKLEY GROUP, LLC	*	
	*	
DEFENDANTS.	*	

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COMPLAINT

COMES NOW, Ticket Alternative, LLC and TA Ticket Printing, LLC (“Plaintiffs”), and file this Complaint against Hartford Insurance Company Of The Midwest (“Defendant Hartford”) and The Barkley Group, LLC (“Defendant Barkley”), and shows this Honorable Court the following:

1.

Defendant Hartford is a foreign insurance company organized and existing under the laws of the State of Connecticut, with its principal place of business located at One Hartford Plaza, Hartford, Connecticut 06155. Defendant may be served with this lawsuit in the State of Georgia by service upon its registered agent, CT Corporation, 289 S Culver Street, Lawrenceville, Georgia 30046 or as otherwise allowed by applicable law.

2.

Defendant Barkley is a domestic limited liability company with a principal place of business located at 595 Colonial Park Drive #102, Roswell, Georgia 30075. Defendant Barkley may be served with this lawsuit in the State of Georgia by service upon its registered agent, Brack & Westee, 378 Lawrence Street, Marietta, Georgia 30060, or as otherwise allowed by applicable law.

3.

This Court has jurisdiction over this matter sounding in breach of contract, negligence and breach of fiduciary duty.

4.

Venue is proper in this Court as Plaintiffs operate its business in Fulton County, Defendant Hartford conducts business in Fulton County, and Defendant Barkley's registered agent is located in Fulton County.

5.

On or about March 22, 2020, Plaintiffs and Defendant Hartford, through the services of Defendant Barkley, renewed a Spectrum Businessowners Insurance Policy, Policy No. 20 SBA US7261 (the "Policy") in which in exchange for payment of a premium by Plaintiffs, Defendant Hartford agreed to provide insurance coverage for Plaintiffs' business located at 1206 Spring Street NW, Atlanta, Georgia 30309 (the "Business"), including, but not limited to, loss of business income and extra expenses.

6.

The Policy was procured by Plaintiffs' insurance agent, Defendant Barkley, who has been Plaintiff's insurance agent for approximately ten (10) years.

7.

According to Defendant Barkley's website, [www.tbains.com](http://www.tbains.com), its goal is to provide the most comprehensive insurance solutions available to meet the business objectives and risk philosophies of our clients. "We review your business, analyze your industry and examine your competition. This enables us to tailor a product specifically for you. In addition, we are able to work with insurance carriers to develop specific products that can be utilized by you or your company."

8.

In his capacity as Plaintiffs' insurance agent, Defendant Barkley was aware of the fact that Plaintiffs were relying on his expertise in the commercial insurance industry and their special relationship to ensure the Business was adequately protected.

9.

Plaintiffs are based in Atlanta and provide ticketing services to thousands of events and venues annually across the United States. Plaintiffs ticket almost every type of event, large or small, including, but not limited to, concerts, sporting events, theater productions, festivals, and parties.

10.

Plaintiffs are also one of the largest sellers of event wristbands and custom printed tickets. In short, Plaintiffs' range of services includes an in-house call center, box office software, local ticket outlets, advance ticket sales, including subscriptions and season tickets, donation & fund development, event marketing, access control, and event staffing.

11.

Being that Plaintiffs provide ticketing and related services nationwide to venues owned and operated by others, it is critical that Plaintiffs have adequate coverage should the venues they provide services for be unable to host events.

12.

Prior to the renewal of the Policy, COVID-19 was known to be a deadly pandemic that could cause widespread destruction to both life and property.

13.

Upon information and belief, Defendant Barkley must have assumed the Policy would provide coverage for the damages likely to be sustained by Plaintiff as a result of COVID-19, as it appears Defendant Barkley simply chose to renew the Policy with Defendant Hartford rather than investigate the market to ensure Plaintiffs were properly protected.

14.

In fact, pursuant to the terms and conditions of the Policy, there is coverage for losses sustained by Plaintiffs that are the result of loss of business income from Dependent Properties (as defined in the Policy) and orders of civil authority.

15.

The Policy, in part, provides coverage for Plaintiffs' Dependent Properties. Specifically, the Policy provides as follows:

**BUSINESS INCOME FROM DEPENDENT PROPERTIES**

**A. Coverage**

**1. Dependent Properties**

- a. We will pay the actual loss of Business Income you sustain due to physical loss or physical damage at the premises of a Dependent Property caused by or resulting from a Covered Cause of Loss.
- b. We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume “operations” as quickly as possible, we will pay based on the length of time it would have taken to resume “operations” as quickly as possible.

**D. Definitions**

**1. Dependent Property** means property operated by others that you depend on to:

- a. Deliver materials or services to you or to others for your account.

16.

The Policy also provides, in part, insurance coverage for losses due to civil authority. Specifically, the Policy states as follows:

**q. Civil Authority**

(1) This insurance is extended to apply to the actual loss of Business Income you sustain when access to your “scheduled premises” is specifically prohibited by order of a civil authority as the direct result of a Covered Cause of Loss to property in the immediate area of your “scheduled premises.”

17.

Beginning in March 2020, and as of the date of the filing of this Complaint, almost all of Plaintiffs’ “dependent properties” have not resumed operations as a result of COVID-19, and as a result thereof, Plaintiffs have not resumed operations.

18.

Furthermore, civil authority orders issued by the State of Georgia and the City of Atlanta specifically prohibited Plaintiffs from accessing their business location in Atlanta, Georgia.

19.

On or about June 3, 2020, Plaintiffs, through counsel, instructed Defendant Barkley to file a claim with Defendant Hartford for insurance coverage for the business income damages sustained due to COVID-19.

20.

Upon information and belief, Defendant Barkley reported the Claim to Defendant Hartford on June 4, 2020.

21.

After providing Defendant Hartford with additional information on June 16, 2020, Defendant Hartford, without conducting any reasonable investigation, denied the Claim in its entirety on June 16, 2020.

22.

Defendant Hartford's denial of insurance coverage for the Claim is a breach of the Policy, and as a direct result thereof, Plaintiff has suffered damages in an amount to be proven at trial.

23.

In the alternative, Defendant Barkley was negligent and breached the fiduciary duties owed to Plaintiffs by failing to secure necessary insurance coverage for Plaintiffs' Business.

**COUNT I**  
**BREACH OF CONTRACT**

24.

Plaintiffs hereby incorporate by reference the allegations set forth in paragraphs 1 through 23 above.

25.

The Policy constitutes a valid, binding contract on Plaintiffs and Defendant Hartford, and pursuant to the terms and conditions contained therein, the Claim is a covered loss under the Policy and should be paid in an appropriate manner.

26.

Defendant Hartford has breached the Policy by refusing to provide proper compensation for the Claim, and as a result thereof, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT II**  
**ALTERNATIVE CLAIM FOR BREACH OF**  
**AGENCY CONTRACT AGAINST DEFENDANT BARKLEY**

27.

Plaintiffs hereby incorporate by reference the allegations set forth in

paragraphs 1 through 26 above.

28.

Defendant Barkley agreed with Plaintiffs to act as their insurance agent.

29.

In that capacity, Defendant Barkley agreed with Plaintiffs to fully inform and advise Plaintiffs of their insurance needs and to procure the necessary insurance to adequately protect their business.

30.

Upon securing the Policy for Plaintiffs from Defendant Hartford, Defendant Barkley received commissions from Defendant Hartford.

31.

By virtue of procuring the Policy, Defendant Barkley represented to Plaintiffs that the necessary insurance coverage was secured for their business.

32.

Based on the initial denial of coverage of the Claim by Defendant Hartford, Defendant Barkley breached its agreement with Plaintiffs to secure the necessary insurance coverage for their business.

33.

The breach of agency contract as stated above by Defendant Barkley has damaged Plaintiffs in an amount to be proven at trial.

**COUNT III**  
**ALTERNATIVE CLAIM FOR BREACH OF FIDUCIARY**  
**DUTIES BY DEFENDANT BARKLEY**

34.

Plaintiffs hereby incorporate by reference the allegations set forth in paragraphs 1 through 33 above.

35.

Defendant Barkley acted as the agent for Plaintiffs and as such stood in a fiduciary relationship with Plaintiffs. The fiduciary duties that Defendant Barkley owed to the Plaintiffs included duties of good faith, care, loyalty, and full disclosure.

36.

Defendant Barkley breached its fiduciary duties to the Plaintiffs by failing to secure the required and necessary insurance coverage for their business.

37.

Defendant Barkley fully breached its fiduciary duties owed to Plaintiffs as stated above, and have thereby damaged Plaintiffs in an amount to be proven at trial.

**COUNT IV**  
**ALTERNATIVE CLAIM FOR NEGLIGENCE BY DEFENDANT BARKLEY**

38.

Plaintiffs hereby incorporate by reference the allegations set forth in paragraphs 1 through 37 above.

39.

Defendant Barkley, as Plaintiffs' insurance agent, had a duty to secure the required and necessary coverage for Plaintiffs as it relates to their business.

40.

Defendant Barkley breached its duty to Plaintiffs by failing to secure the required and necessary coverage for Plaintiffs as it relates to their business.

41.

As a result of Defendant Barkley's negligence, Plaintiffs have been damaged in an amount to be proven at trial.

**PRAYER**

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

- a. the full amount of the damages suffered by Plaintiff;
- b. all additional damages and expenses incurred by Plaintiffs; and
- c. any and all other relief deemed just by this Court.

**PLAINTIFF DEMANDS A TRIAL BY JURY.**

Respectfully submitted this 24<sup>th</sup> day of July 2020.

**MBW LAW, LLC**

s/Michael B. Weinstein

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