

**IN THE CIRCUIT COURT, IN AND FOR
COLLIER COUNTY, FLORIDA**

ROBERT TROUP DAVIS JR. DDS,

CASE NO.

Plaintiff,

v.

FIRST COMMUNITY INSURANCE COMPANY,
Defendant.

_____ /

COMPLAINT

Plaintiff, **ROBERT TROUP DAVIS JR. DDS**, by and through the undersigned attorney, sues the Defendant, **FIRST COMMUNITY INSURANCE COMPANY**, and alleges:

1. Plaintiff is a Florida Corporation with its principal place of business at 5185 Castello Drive, Suite 1, Naples, Florida 34103.

2. At all times material, Defendant operated, conducted, engaged in, and/or carried on a business or business venture in the State of Florida.

3. This action seeks damages in excess of Thirty Thousand Dollars (\$30,000), exclusive of interest, costs and attorney’s fees (the estimated value of Plaintiff’s claim is in excess of the minimum jurisdictional threshold required by this Court).¹

4. Venue is proper in this Court because Plaintiff’s principal place of business is in COLLIER County, Florida; the Policy was entered into, issued, and covers property

¹ Plaintiff has entered “\$30,001” in the civil cover sheet for the “estimated amount of the claim” as required in the preamble to the civil cover sheet for jurisdictional purposes only (the Florida Supreme Court has ordered that the estimated “amount of claim” be set forth in the civil cover sheet for data collection and clerical purposes only). The actual value of Plaintiff’s claim will be determined by a fair and just jury in accordance with Article 1, Section 21, Fla. Const.

located in COLLIER County, Florida; and this cause of action arose in COLLIER County, Florida.

5. Defendant issued Plaintiff an insurance policy (the "Policy") bearing policy number 09-0004986698-6-08. A copy of the Policy in Plaintiff's possession is attached as Exhibit "A." A certified copy of the Policy is in the exclusive control of Defendant, and Plaintiff expects Defendant will produce the certified copy in discovery.

6. The Policy was in full force and effect and provided coverage to Plaintiff.

7. The Policy provides coverage for Plaintiff's loss of business income and other losses and damages.

8. As this Court is well aware, the SARS-CoV-2 virus (commonly called by the disease it causes, "COVID-19") is a most recent strain of coronavirus. It is publicly acknowledged that COVID-19 is highly contagious and appears to have a higher mortality rate than other more common strains of virus, and the prevalence of COVID-19 has resulted in a pandemic. The pandemic became widespread in the United States at the beginning of the calendar year 2020.

9. As a result of the spread of the SARS-CoV-2 virus and COVID-19 pandemic, state and local governments issued executive orders, decrees, and mandates which prohibited and/or limited patrons, customers, vendors, employees and others from going to business establishments, including Plaintiff's business, resulting in the suspension of operations at the insured premises.

10. As a result, Plaintiff sustained business losses ("Loss"). The losses are ongoing and will continue in the future.

11. Plaintiff reported the claim and Defendant assigned claim number FCIC 20-1492.
12. The Loss is covered under the Policy.
13. Plaintiff complied with all conditions precedent to entitle Plaintiff to recover under the Policy, or the Insurance Company waived compliance with such conditions.
14. The Defendant chose not to pay Plaintiff for the Loss.
15. The Defendant's choice not to pay for the Loss is a material breach of contract.
16. As a result of the Defendant's material breach of contract, it has become necessary for Plaintiff to retain the services of the undersigned attorney.

WHEREFORE Plaintiff, demands judgment against Defendant, for all covered losses with interest on any overdue payments, any incidental and foreseeable consequential damages caused by Defendant's breach of contract, plus attorney's fees and costs pursuant to Sections 627.428, 57.041, and 92.231, Fla. Stat.

Plaintiff demands a jury trial on all issues to which it is so entitled.

Dated this 10th day of August, 2020.

MORGAN & MORGAN, P.A.
Attorneys for Plaintiff
703 Waterford Way, Suite 1050
Miami, FL 33126
Phone: (305) 929-1907
Fax: (305) 929-1925
Email: fpye@forthepeople.com (Primary)
Email: blargaespada@forthepeople.com (Secondary)

By: /s/ Frederick Pye III, Esq.
FREDERICK PYE, ESQ.
Florida Bar No.: 124221