

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

<p>SISTERS OF CHARITY HEALTH SYSTEM 2351 East 22nd Street Cleveland, Ohio 44115</p> <p>Plaintiff,</p> <p>vs.</p> <p>AMERICAN GUARANTEE & LIABILITY INSURANCE COMPANY d.b.a. Zurich North America 1299 Zurich Way Schaumburg, Illinois 60196</p> <p>Also serve c/o CSC-Lawyers Incorporating Service, Statutory Agent 50 West Broad Street, Suite 1800 Columbus, Ohio 43215</p> <p>Also serve 4 World Trade Center 150 Greenwich Street New York, New York 10007</p> <p>Defendant.</p>	<p>CASE NO.:</p> <p>JUDGE:</p> <p><u>COMPLAINT FOR DECLARATORY JUDGMENT AND BREACH OF CONTRACT</u></p> <p><u>JURY DEMAND ENDORSED HEREIN</u></p>
--	--

For its Complaint against Defendant American Guarantee & Liability Insurance Company (“Defendant”), Plaintiff Sisters of Charity Health System (“Plaintiff”) alleges and states the following:

NATURE OF THE CAUSE OF ACTION

1. This is an action arising out of Defendant denying Plaintiff property damage, time element, extended period of liability, extra expense, civil or military authority, protection and preservation of property, and interruption by communicable disease coverage under its property insurance policy resulting from or caused by the SARS-CoV-2 virus. Plaintiff's premise and property on the premise suffered direct physical loss or damage from SARS-CoV-2. Plaintiff is suing for declaratory judgment and breach of contract.

PARTIES

2. Plaintiff is an Ohio corporation for non-profit with its principal places of business in Cleveland, Ohio. Plaintiff owns and operates St. Vincent Charity Medical Center, including, without limitation, Regina Health Center, Light of Hearts Villa, and Joseph's Home (collectively "St. Vincent Charity Medical Center").

3. Defendant is an Illinois corporation with its principal place of business in Schaumburg, Illinois. Defendant is an insurance company.

JURISDICTION AND VENUE

4. This Court has personal jurisdiction over Plaintiff as it is a citizen of and domiciled in the State of Ohio. This Court has personal jurisdiction over Defendant under O.R.C. 2307.382(A)(1), (2) and (9). Defendant has transacted business in Ohio, contracted to supply services in Ohio, and contracted to insure property or risk located in Ohio, all of which are the subject of this lawsuit.

5. There is complete diversity among the parties. Plaintiff is an Ohio corporation for non-profit with its principal place of business in Ohio, while Defendant is an Illinois

corporation with its principal place of business in Illinois. The amount in controversy exceeds \$75,0000, exclusive of interest and cost. Therefore, this Court has original jurisdiction under 28 U.S.C. § 1332(a)(1).

6. Venue is proper in the Northern District of Ohio under 28 U.S.C. § 1391(b)(1).

7. Venue is proper in the Northern District of Ohio under 28 U.S.C. § 1391(b)(2) because it is the judicial district in which a substantial part of events or omissions giving rise to claim occurred. Defendant conducted activity that gave rise to the claim for relief, including, without limitation, Defendant denying Plaintiff insurance coverage under its policy in the Northern District of Ohio.

8. Venue is proper in the Northern District of Ohio under 28 U.S.C. § 1391(b)(2) because it is the judicial district in which a substantial part of the property that is subject of the action is situated. Plaintiff's premises and property which have been damaged by the SARS-CoV-2 virus is located in the Northern District of Ohio.

9. Plaintiff brings this suit for declaratory judgment for insurance coverage pursuant to Fed. R. Civ. P. 57 and 28 U.S.C. § 2201 and breach of contract.

GENERAL ALLEGATIONS

A. SARS-CoV-2 AND COVID-19

10. COVID-19 is a disease caused by the SARS-CoV-2 virus that can result in serious illness or death.

11. On or about January 23, 2020, the Ohio Department of Health issued a Director's Journal Entry making COVID-19 a Class A reportable disease in Ohio.

12. As of the date this suit was filed, the State of Ohio has well in excess of 982,000 probable confirmed cases of COVID-19 and 17,000 deaths as a result of COVID-19.

13. The vast majority of medical literature and studies on the issue have confirmed that the SARS-CoV-2 virus can exist on paper, wood, glass for up to 4-5 days. *E.g., Persistence of Coronavirus on Inanimate Surfaces and Their Inactivation with Biological Agents*, The Journal of Hospital Infection, March 2020, Volume 104, Issue 3, Pages 246-251. This SARS-CoV-2 virus strain can, in all probability, exist on multiple surfaces beyond 4-5 days.

14. In the science and medical community, it is widely held that the SARS-CoV-2 virus can exist on inanimate surfaces. For example, the website WebMD states that the SARS-CoV-2 virus can exist on wood, including furniture, for four days and on glass, including windows and drinking glasses, for five days.

15. The insurance industry recognizes that viruses can cause physical loss of or physical damage to property. In the Insurance Service Office, Inc.'s ("ISO") July 6, 2006 Circular regarding an ISO endorsement (CP 01 40 07 06) for exclusion of viruses, ISO stated:

Disease-causing agents may render a product impure (change its quality or substance), or enable the spread of disease by their presence on interior building surfaces or the surfaces of personal property. When disease-causing viral or bacterial contamination occurs, potential claims involve the cost of replacement of property (for example, milk), cost of decontamination (for example, interior building surfaces), and business interruption (time element) losses.

Defendant chose not to use this ISO drafted and approved exclusion to eliminate coverage for loss or damage caused by viruses or bacteria in Plaintiff' policy.

B. STATE AND FEDERAL GOVERNMENT ORDERS

16. On January 20, 2020, the Center for Disease Control confirmed the first SARS-CoV-2 virus case in the United States. *First Case of 2019 Novel Coronavirus in the United State*, NEJM.org, January 31, 2020.

17. On or about January 31, 2020, President Trump signed the Proclamation on Suspension of Entry as Immigrants and Nonimmigrants of Persons who Pose a Risk of Transmitting 2019 Novel Coronavirus. This Proclamation states: “The entry into the United States, as immigrants or nonimmigrants, of all aliens who were physically present within the People’s Republic of China, excluding the Special Administrative Regions of Hong Kong and Macau, during the 14-day period preceding their entry or attempted entry into the United States is hereby suspended and limited subject to section 2 of this proclamation.”

18. On or about March 5, 2020, Governor Mike DeWine issued a state order prohibiting general spectators from attending the Arnold Sports Festival.

19. On or about March 12, 2020, Governor DeWine announced the closure of all K-12 schools starting on March 16, 2020 and ending on April 3, 2020. The Governor later extended the school closure to May 1, 2020 and then to the end of the school year.

20. On or about March 9, 2020, Governor DeWine issued Executive Order 2020-01D declaring a state of emergency for the State of Ohio as a result of the SARS-CoV-2 virus and COVID-19.

21. On or about March 17, 2020, Dr. Amy Acton issued an order postponing elective surgeries to conserve critical protective equipment and to open bed space needed to care for COVID-19 patients.

22. On or about April 22, 2020, Dr. Acton orders healthcare providers in hospitals and outpatient surgery centers to reassess procedures and surgeries that were postponed.

C. PLAINTIFF'S INSURANCE POLICY WITH DEFENDANT

23. Defendant issued Plaintiff an insurance policy, Policy No. ZMD7498875-01("Insurance Policy"). A copy of the Declaration pages is attached as Exhibit A. A full copy of the policy is not attached as it is too lengthy to append as an exhibit. Defendant has a full copy of the Insurance Policy containing the terms, conditions, and exclusions it drafted and issued.

24. The policy period for the Insurance Policy is January 1, 2020 to January 1, 2021. Plaintiff has paid all applicable premiums owed for the policy and coverages issued by Defendant.

25. The policy limits for Property Damage and Time Element are \$750,000,000. The policy limits for Extra Expense are \$25,000,000. The policy limits for Civil or Military Authority are for a 30-day period for property within 1 mile, but not to exceed \$5,000,000. The policy limits for protection and preservation of property are 48 hours for Gross Earnings; not to exceed a \$1,000,000 limit per Location. The policy limits for Interruption by Communicable Disease are 30 days not to exceed \$1,000,000.

26. St. Vincent Charity Medical Center is an Insured Location under the Insurance Policy.

27. The Insurance Policy's INSURING AGREEMENT states: "This Policy Insures against direct physical loss of or damage caused by a **Covered Cause of Loss** to Covered

Property, at an Insured Location described in Section II-2.01, all subject to the terms, conditions and exclusions stated in this Policy.”

1. Property Damage

28. Paragraph 3.01 COVERED PROPERTY Of SECTION III – PROPERTY DAMAGE states:

This Policy insures the following property, unless otherwise excluded elsewhere in this Policy, located at an Insured Location or within 1,000 feet thereof or as otherwise provided for in this Policy.

The Insured’s interest in buildings (or structures)....

The Insured’s interest in Personal Property....

2. Time Element

29. Paragraph 4.01 of SECTION IV – TIME ELEMENT states:

The Company will pay for the actual Time Element loss the Insured sustains, as provided in the Time Element Coverages, during the Period of Liability. The Time Element loss must result from the necessary **Suspension** of the Insured’s business activities at an Insured Location. The **Suspension** must be due to direct physical loss of or damage to Property (of the type insurable under this Policy other than **Finished Stock**) caused by a **Covered Cause of Loss** at the **Location**, or as provided in Off Premises Storage for Property Under Construction Coverages.

The Company will also pay for the actual Time Element loss sustained by the Insured, during the Period of Liability at other Insured Locations. The Time Element loss must result from the necessary **Suspension** of the Insured’s business activities at the other Insured Locations. Such other Location must depend on the continuation of business activities at the **Location** that sustained direct physical loss or damage caused by a **Covered Cause of Loss**.

30. Paragraph 4.02.01.01 of SECTION IV – TIME ELEMENT states: “Gross Earnings loss is the actual loss sustained by the Insured during the Period of Liability.”

31. Paragraph 4.02.02 EXTENDED PERIOD OF LIABILITY of SECTION IV – TIME ELEMENT states:

Upon the termination of the coverage for Gross Earnings loss under 4.02.01.01.[,] this Policy will continue to pay the actual Gross Earnings loss sustained by the Insured until the earlier of:

The date the Insured could restore its business with due diligence, to the condition that would have existed had no direct physical loss or damage occurred to the Insured's Covered Property;
or

The number of consecutive days as stated in the Declarations[.]

32. Paragraph 4.02.03 EXTRA EXPENSE of SECTION IV – TIME ELEMENT states:

The Company will pay for the reasonable and necessary Extra Expenses incurred by the Insured, including the cost to remove and return patients, during the Period of Liability, to resume and continue as nearly as practicable the Insured's normal business activities that otherwise would be necessarily suspended, due to the direct physical loss of or damage caused by a **Covered Cause of Loss** to Property of the type insurable under this policy at a **Location**.

The Company will reduce the amount payable as Extra Expense by the fair market value remaining at the end of the Period of Liability for property obtained in connection with the above.

Extra Expenses mean that amount spent to continue the Insured's business activities over and above the expenses the Insured would have normally incurred had there been no direct physical loss of or damage caused by a **Covered Cause of Loss** to Property of the type insurable under this policy at a **Location**. Extra Expense does not include any Gross Earnings loss, the cost of permanent repair or replacement of property that has suffered direct physical loss or damage, or expenses otherwise payable elsewhere in the Policy.

33. Paragraph 4.03.01.01 defines the Period of Liability for building and equipment as follows: "The period starting from the time of physical loss or damage of the type insured

against and ending when with due diligence and dispatch the building and equipment could be repaired or replaced, and made ready for operations under the same or equivalent physical and operating conditions that existed prior to the damage.”

34. Paragraph 7.11 defines **Covered Cause of Loss** as follows: “All risks of direct physical loss of or damage from any cause unless excluded.”

35. Paragraph 7.29 defines Location as follows: “As specified in the Schedule of Locations,” which is on file with the Company.

36. Paragraph 7.58 defines **Suspension** as follows: “The slowdown or cessation of the Insured’s business activities....”

3. Special Coverages & Described Causes of Loss

37. Paragraph 5.02.03 CIVIL OR MILITARY AUTHORITY of SECTION V – SPECIAL COVERAGES & DESCRIBED CAUSES OF LOSS states:

The Company will for the actual Time Element loss sustained by the Insured, as provided by this Policy, resulting from the necessary **Suspension** of the Insured’s business activities at an Insured Location if the **Suspension** is caused by order of civil or military authority that prohibits access to the **Location**. That order must result from a civil authority’s response to direct physical loss of or damage caused by a **Covered Cause of Loss** to property not owned, occupied, leased or rented by the Insured or insured under this Policy and located within the distance of the Insured’s Location as stated in the Declarations. The Company will pay for the actual Time Element loss sustained, subject to the deductible provisions that would have applied had the physical loss or damage occurred at the Insured Location, during the time the order remains in effect, but not to exceed the number of consecutive days following such order as stated in the Declarations up to the limit applying to this Coverage.

38. Paragraph 5.02.24 PROTECTION AND PRESERVATION OF PROPERTY of SECTION V – SPECIAL COVERAGES & DESCRIBED CAUSES OF LOSS states:

This Policy covers, up to the limit applying to this Coverage:

The reasonable and necessary costs incurred for actions to temporarily protect or preserve Covered Property; provided such actions are necessary due to actual or imminent physical loss or damage due to a **Covered Cause of Loss** to such Covered Property; and

The Gross Earnings loss sustained by the Insured for a period of time not to exceed the hours listed in the Declarations prior to and after the Insured first taking reasonable action for the temporary protection and preservation of Covered Property.

39. Paragraph 5.02.35 INTERRUPTION BY COMMUNICABLE DISEASE of SECTION V – SPECIAL COVERAGES & DESCRIBED CAUSES OF LOSS states:

The Company will pay for the actual Gross Earnings loss sustained by the Insured, as provided by this Policy, resulting from the necessary **Suspension** of the Insured's business activities at an Insured Location if the **Suspension** is caused by order of an authorized governmental agency enforcing any law or ordinance regulating communicable diseases and that such portions of the location are declared uninhabitable due to the threat of the spread of communicable disease, prohibiting access to those portions of the **Location**.

This Policy also covers the reasonable and necessary cost incurred for the cleanup, removal and disposal of the actual not suspected presence of substance(s) causing the spread of such communicable disease and to restore the locations in a manner so as to satisfy such authorized governmental agency.

40. The SARS-CoV-2 virus was present at Plaintiff's premise and on its insured property during portions of the policy period, and at relevant times for Plaintiff's claims herein. The presence of the virus has caused ensuing direct physical loss of or damage to Plaintiff's premises (e.g., HVAC system, ventilation space, walls, chairs, beds, surfaces,

tables, glasses, etc.). Patients, employees, and/or other visitors to the insured property during the coverage period at issue were infected with the SARS-CoV-2 virus.

41. In addition, during portions of the policy period, Plaintiff's business activities at the premises were suspended due to physical loss or damage to its premises and property at the described premises (e.g., HVAC system, ventilation space, walls, chairs, beds, surfaces, tables, glasses, etc.). As a result, Plaintiff has suffered actual losses. Therefore, Plaintiff is entitled to coverage from Defendant for its losses under the Insurance Policy.

42. Plaintiff has sustained reasonable and necessary extra expenses (e.g., avoid or minimize the suspension of the business) incurred to resume and continue as nearly as practicable Plaintiff's normal business activities that otherwise would have been necessarily suspended because of direct physical loss of or physical damage to property (e.g., HVAC, ventilation space, walls, chairs, tables, beds, surfaces, glasses, etc.) caused by the SARS-CoV-2 virus. As a result, Plaintiff has sustained Extra Expenses. Therefore, Plaintiff is entitled to coverage from Defendant for its Extra Expenses under the Extra Expense provision of the Insurance Policy.

43. Plaintiff suffered losses resulting from the necessary suspension of its business activities at the premises that were caused by all applicable State of Ohio COVID-19 related orders that prohibit access to the premises. The civil authority orders were from the State of Ohio's response to direct physical loss of or damage caused by the SARS-CoV-2 virus to property (e.g., neighboring properties within one mile surrounding Plaintiff's premises, including, without limitation, the premises of these properties and the

property within the premises such as HVAC systems and ventilation space) not owned, occupied, leased, or rented by Plaintiff.

44. Plaintiff has incurred reasonable and necessary costs for actions to temporarily protect or preserve Plaintiff's premises and property. These actions are necessary due to actual or imminent physical loss or damage to Plaintiff's premises and property because of the SARS-CoV-2 virus.

45. Plaintiff has sustained actual Gross Earnings loss resulting from the necessary suspension of Plaintiff's business activities at its premises. The suspension was caused by all applicable State of Ohio COVID-19 related orders enforcing any law regulating communicable diseases. In addition, Plaintiff's premises were declared uninhabitable due to the threat of the spread of communicable disease, prohibiting access to those portions of the premises.

46. In addition, Plaintiff incurred costs, expenses, and losses to mitigate the spread of the SARS-CoV-2 virus in response to the civil authority orders.

D. Plaintiff Submits Claim to Defendant, Which was Denied

47. On or about May 5, 2020, Plaintiff presented its claims for coverage under the Insurance Policy to Defendant.

48. Following the presentation of the claim and on or about June 22, 2020, Defendant sent Plaintiff a reservation of rights letter.

49. On or about____, 2020, Plaintiff's counsel responded to Defendant's reservation of rights letter.

50. On or about_____, 2020, Defendant sent Plaintiff’s counsel a letter denying all of Plaintiff’s claims for coverage under the Insurance Policy.

COUNT ONE
(Declaratory Judgment)

51. Plaintiff hereby adopt and incorporate as if fully re-written herein all the allegations set forth in paragraphs 1 through 50 of this Complaint.

52. Plaintiff submitted claims for losses and damages under the property damage, time element, extended period of liability, extra expense, civil or military authority, protection and preservation of property, interruption by communicable disease coverage, and/or the extended and related provisions of the Insurance Policy as a result of all applicable State of Ohio COVID-19 related orders and/or the physical loss of or damage to Plaintiff’s premises and property (e.g., chairs, tables, beds, glasses, surfaces, ventilation space, HVAC system, etc.) caused by the SARS-CoV-2 virus.

53. Plaintiff is entitled to coverage under the property damage, time element, extended period of liability, extra expense, civil or military authority, protection and preservation of property, interruption by communicable disease coverage, and/or the extended and related provisions in its Insurance Policy as a result of all applicable State of Ohio COVID-19 related orders and/or the physical loss of or damage to Plaintiff’s premises and property (e.g., HVAC system, ventilation space, walls, chairs, beds, surfaces, tables, glasses, etc.) caused by the SARS-CoV-2 virus.

54. Defendant has expressly denied Plaintiff's claims for losses and damages under the property damage, time element, extended period of liability, extra expense, civil or military authority, protection and preservation of property, interruption by communicable disease coverage, and/or the extended and related provisions as a result of the Civil Authority Orders and/or the physical loss of or damage to Plaintiff's premises and property (e.g., HVAC system, ventilation space, walls, chairs, beds, surfaces, tables, glasses, etc.) caused by the SARS-CoV-2 virus.

55. Plaintiff is entitled to recover its incurred costs, expenses, and losses to mitigate the spread of the SARS-CoV-2 virus in complying with all applicable State of Ohio COVID-19 related orders , which are covered under the Insurance Policy.

56. Defendant has denied Plaintiff's claim for costs, expenses, and losses to mitigate the spread of the SARS-CoV-2 virus in complying with Dr. Acton's orders.

57. An actual case or controversy exists regarding whether the Insurance Policy under the applicable provisions covers losses, damages, and/or mitigation coverage as a result of all applicable State of Ohio COVID-19 related orders and/or the physical loss of or damage to Plaintiff's premises and property (e.g., HVAC system, ventilation space, walls, chairs, beds, surfaces, tables, glasses, etc.) caused by the SARS-CoV-2 virus.

58. Pursuant to Fed. R. Civ. P. 57 and 28 U.S.C. § 2201, Plaintiff is entitled to a declaratory judgment declaring that:

- (a) Plaintiff is entitled to coverage for all of its losses under the Property Damage provision of the Insurance Policy;
- (b) Plaintiff is entitled to coverage for all of its losses under the Time Element provision of the Insurance Policy;

- (c) Plaintiff is entitled to coverage for all of its losses under the Extended Period of Liability provision of the Insurance Policy;
- (d) Plaintiff is entitled to coverage for all of its losses and extra expenses under the Extra Expense provision of the Insurance Policy;
- (e) Plaintiff is entitled to coverage for all of its losses under the Civil or Military Authority provision of the Insurance Policy;
- (f) Plaintiff is entitled to coverage for all of its losses under the Preservation of Property provision of the Insurance Policy;
- (g) Plaintiff is entitled to coverage for all of its losses under the Interruption by Communicable Disease provision of the Insurance Policy;
- (h) Plaintiff incurred costs, expenses, and losses to mitigate the spread of the SARS-CoV-2 virus in complying with all applicable State of Ohio COVID-19 related orders, which are covered under the Insurance Policy;
- (i) Defendant is obligated to pay Plaintiff the established amount of its losses under the Property Damage provision of the Insurance Policy;
- (j) Defendant is obligated to pay Plaintiff the established amount of its losses under the Time Element provision of the Insurance Policy;
- (k) Defendant is obligated to pay Plaintiff the established amount of its losses under the Extended Period of Liability provision of the Insurance Policy;
- (l) Defendant is obligated to pay Plaintiff the established amount of its losses and extra expenses under the Extra Expense provision of the Insurance Policy;
- (m) Defendant is obligated to pay Plaintiff the established amount of its losses under the Civil or Military Authority provision of the Insurance Policy;
- (n) Defendant is obligated to pay Plaintiff the established amount of its losses under the Protection and Preservation of Property provision of the Insurance Policy;

- (o) Defendant is obligated to pay Plaintiff the established amount of its losses under the Interruption by Communicable Disease provision of the Insurance Policy; and
- (p) Defendant is obligated to reimburse Plaintiff the costs, expenses, and losses that Plaintiff incurred to mitigate the spread of the SARS-CoV-2 virus in complying with all applicable State of Ohio COVID-19 related orders.

COUNT TWO
(Breach of Contract)

59. Plaintiff hereby adopt and incorporate as if fully re-written herein all the allegations set forth in paragraphs 1 through 58 of this Complaint.

60. Plaintiff has performed or substantially performed all required conditions precedent under its Insurance Policy, those provisions have been waived by Defendant, or Defendant is estopped from asserting them.

61. Defendant has refused to provide Plaintiff its losses and mitigation costs and losses under the property damage, time element, extended period of liability, extra expense, civil or military authority, protection and preservation of property, interruption by communicable disease coverage, and/or extended or related coverage of the Insurance Policy as a result of all applicable State of Ohio COVID-19 related orders and/or physical loss of or damage to Plaintiff's premises and property (e.g., HVAC system, ventilation space, walls, chairs, beds, surfaces, tables, glasses, etc.) caused by the SARS CoV-2 virus.

62. By refusing to accept and/or denying such coverage as outlined in its policy, Defendant has materially breached Plaintiff's Insurance Policy.

63. As a direct and proximate result of Defendant's breaches of the Insurance Policy, Plaintiff has been damaged in an amount in excess of \$75,000.00, exclusive of interest and cost, the exact amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief against Defendant:

- a. For Count One, a declaratory judgement against Defendant and in favor of Plaintiff as follows:
 1. Plaintiff is entitled to coverage for all of its losses under the Property Damage provision of the Insurance Policy;
 2. Plaintiff is entitled to coverage for all of its losses under the Time Element provision of the Insurance Policy;
 3. Plaintiff is entitled to coverage for all of its losses under the Extended Period of Liability provision of the Insurance Policy;
 4. Plaintiff is entitled to coverage for all of its losses and extra expenses under the Extra Expense provision of the Insurance Policy;
 5. Plaintiff is entitled to coverage for all of its losses under the Civil or Military Authority provision of the Insurance Policy;
 6. Plaintiff is entitled to coverage for all of its losses under the Preservation of Property provision of the Insurance Policy;
 7. Plaintiff is entitled to coverage for all of its losses under the Interruption by Communicable Disease provision of the Insurance Policy;
 8. Plaintiff incurred costs, expenses, and losses to mitigate the spread of the SARS-CoV-2 virus in complying with all applicable State of Ohio COVID-19 related orders, which are covered under the Insurance Policy;
 9. Defendant is obligated to pay Plaintiff the established amount of its losses under the Property Damage provision of the Insurance Policy;

10. Defendant is obligated to pay Plaintiff the established amount of its losses under the Time Element provision of the Insurance Policy;
 11. Defendant is obligated to pay Plaintiff the established amount of its losses under the Extended Period of Liability provision of the Insurance Policy;
 12. Defendant is obligated to pay Plaintiff the established amount of its losses and extra expenses under the Extra Expense provision of the Insurance Policy;
 13. Defendant is obligated to pay Plaintiff the established amount of its losses under the Civil or Military Authority provision of the Insurance Policy;
 14. Defendant is obligated to pay Plaintiff the established amount of its losses under the Protection and Preservation of Property provision of the Insurance Policy;
 15. Defendant is obligated to pay Plaintiff the established amount of its losses under the Interruption by Communicable Disease provision of the Insurance Policy; and
 16. Defendant is obligated to reimburse Plaintiff the costs, expenses, and losses that Plaintiff incurred to mitigate the spread of the SARS-CoV-2 virus in complying with all applicable State of Ohio COVID-19 related orders.
- b. For Count Two, an award of damages in excess of \$75,000.00, exclusive of interest and cost, the exact amount to be proven at trial, to Plaintiff for Defendant's breaches of the Insurance Policy;
 - c. An award against Defendant of pre- and post-judgment interest on any amounts awarded;
 - d. An award against Defendant and in favor of Plaintiff for its attorney's fees and costs; and
 - e. An award of such other or further equitable relief that this Court may deem just.

JURY DEMAND

Plaintiff demands a jury trial on all issues and claims that are decided by a jury.

/s/ Frank Gallucci

Frank Gallucci, Esq. (#0072680)
Plevin & Gallucci
55 Public Square, Suite 2222
Cleveland, Ohio 44113
(216) 861-0804
fgallucci@pglawyer.com

/s/ W. Craig Bashein

W. Craig Bashein, Esq. (#0034591)
John P. Hurst, Esq. (#0010569)
Bashein & Bashein CO., L.P.A.
Terminal Tower, 35th Floor
50 Public Square
Cleveland, Ohio 44113
(216) 771-3239
cbashein@basheinlaw.com
jhurst@basheinlaw.com

/s/ R. Eric Kennedy

R. Eric Kennedy, Esq. (#0006174)
Daniel P. Goetz, Esq. (#0065549)
Brian E. Roof, Esq. (#0071451)
WEISMAN, KENNEDY & BERRIS CO.,
L.P.A.
2900 Detroit Avenue
Cleveland, Ohio 44113
Tel : (216) 781-1111
Fax: (216) 781-6747
Email: ekennedy@weismanlaw.com
Email: dgoetz@weismanlaw.com
Email: broof@weismanlaw.com

Counsel for Plaintiff