



(20) ABC INSURANCE COMPANIES (to be )  
determined); )  
Defendants. )

**PETITION FOR DECLARATORY JUDGMENT**

Plaintiffs, Cherokee Nation, an Indian Tribe, Cherokee Nation Businesses, LLC, and Cherokee Nation Entertainment, LLC, through undersigned counsel, respectfully represents and requests:

**PARTIES**

1. Plaintiff, the Cherokee Nation, is an Indian tribe with its headquarters located in Tahlequah, Oklahoma.
2. Plaintiff, Cherokee Nation Businesses LLC, is a tribal limited liability company whose sole member is the Nation.
3. Plaintiff, Cherokee Nation Entertainment LLC, is a tribal limited liability company whose sole member is Cherokee Nation Businesses, LLC, wholly owned by the Cherokee Nation.
4. Plaintiffs Cherokee Nation Businesses, LLC, and Cherokee Nation Entertainment, LLC, are arms of the Cherokee Nation utilized for economic development (collectively, the "Nation"). The Nation is not a citizen for purposes of federal diversity jurisdiction.
5. Upon information and belief, Defendant Lexington Insurance Company is a foreign insurer doing business in the State of Oklahoma.
6. Upon information and belief, the various Defendant syndicates of Underwriters of Lloyd's ("Defendant Syndicates") are individuals or groups that share respective and several liability through a representative underwriter but do not share citizenship. Defendant Syndicates are foreign insurers doing business in the State of Oklahoma.
7. Upon information and belief, Defendant Underwriters of Lloyd's London is a foreign insurer doing business in the State of Oklahoma.

8. Upon information and belief, Defendant Homeland Insurance Company of NY (One Beacon) is a foreign insurer doing business in the State of Oklahoma.

9. Upon information and belief, Defendant Hallmark Specialty Insurance Company is an Oklahoma insurer.

10. Upon information and belief, Defendant Endurance Worldwide Insurance Ltd t/as Sompo International is a foreign insurer doing business in the State of Oklahoma.

11. Upon information and belief, Defendant Arch Specialty Insurance Company is a foreign insurer doing business in the State of Oklahoma.

12. Upon information and belief, Defendant Evanston Insurance Company is a foreign insurer doing business in the State of Oklahoma.

13. Upon information and belief, Defendant Allied World National Assurance Company is a foreign insurer doing business in the State of Oklahoma.

14. Upon information and belief, Defendant Liberty Mutual Fire Insurance Company is a foreign insurer doing business in the State of Oklahoma.

15. Upon information and belief, Defendant XL Insurance America, Inc. is a foreign insurer doing business in the State of Oklahoma.

16. Upon information and belief, Defendant AXA/XL America, Inc. is a foreign insurer doing business in the State of Oklahoma.

17. Upon information and belief, Defendant RSUI-Landmark American Insurance Company is a foreign insurer doing business in the State of Oklahoma;

18. Upon Information and belief, Defendant Chubb Bermuda Ltd. is a foreign insurer doing business in the State of Oklahoma;

19. ABC Insurance Companies (hereinafter, together with Defendants identified above, "Defendant Insurers") is the alias for other unidentifiable insurers doing business in the State of Oklahoma.

20. Defendant Insurers insure the Nation's property located within the State of Oklahoma.

21. Venue is proper pursuant to 12 O.S. Sec. 137.

### **FACTUAL BACKGROUND**

22. The Nation, as the named insureds, owns and operates property used in connection with multiple commercial businesses and services located within the State of Oklahoma (the "Nation's Property").

23. Alliant Specialty Insurance Services, Inc./Alliant Insurance Services, Inc./Alliant Underwriting Solutions/Tribal First, using the name Tribal First ("Tribal First") represented to the Nation it was providing underwriting, claims/risk management, and administrative services to the Nation. Alliant issued TPIP Policy No. 017471589/06 (Dec 37) 9109, 017471589/06 (Dec 31) 9469, and 017471589/06 (Dec 15) 9110, with "all risk" benefits, for policy periods July 1, 2019 to July 1, 2020. Based upon such representations and Tribal First's "Tribal Property Insurance Program Proposal," which the Nation relied upon, Tribal First obtained multiple policies issued by Defendant Insurers, providing the "all risk" benefits covering the Nation's Property. Some, but not all, of the benefits provided include business interruption, interruption by civil authority, limitations of ingress and egress, and extra expense. The Nation has paid all premiums for the coverage.

24. On or about March of 2020, the United States of America became infected by COVID 19 resulting in a pandemic. The seriousness of the pandemic was very apparent to the Nation as one of its members was the first reported death in the State of Oklahoma on March 18, 2020. Sadly, on April 6, 2020, the Nation also lost a tribal employee.

25. As a result of this pandemic and infection, the Nation's Property sustained direct physical loss or damage and will continue to sustain direct physical loss or damage covered by the policies, including but not limited to business interruption, extra expense, interruption by civil authority, limitations on ingress and egress, and expenses to reduce loss. As a direct result of this pandemic and infection, the Nation's Property has been damaged, as described above, and cannot be used for its intended purpose.

26. The Nation has been advised by agents of the Defendant Insurers and others that the losses sustained by the Nation are not covered under the policies that are the subject of this action.

### **CAUSE OF ACTION – DECLARATORY JUDGMENT**

27. The previous paragraphs are incorporated here as if restated in full.

28. This is an action for declaratory judgment pursuant 12 O.S. § 1651.

29. For the sake of clarity, and in the event any Defendant seeks to remove this case and/or claims that any federal claim or question is raised by this petition or any other paper, the Nation hereby expressly disavows any such federal claim or question as being part of this lawsuit. The Nation's claims are based in contract and insurance laws under Oklahoma law. The Nation makes no claim with regard to providing healthcare in this lawsuit.

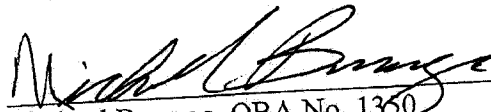
30. The Nation seeks a declaratory judgment from this Court declaring the policies cover the Nation's losses and expenses related to the COVID-19 pandemic and infection and the Defendant Insurers are responsible for said losses and expenses.

### **PRAYER FOR RELIEF**

WHEREFORE, the Nation seeks a declaratory judgment from this Court declaring the policies cover the Nation's losses and expenses related to the COVID-19 pandemic and infection

and the Defendant Insurers are responsible for said losses and expenses and such further relief which may be appropriate.

Respectfully submitted,



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