

0300
GEGEÁÚÁÍ ÁHKÍ ÁÚT
SÖ ÖÁUWÞVÝ
ÚWÚÖÜÜÁÁUWÜVÁÖŠÖÜS
ÖEÖSÖÖ
ÖEÜÖÁKÖEÖE JGÍ EÁÜÖE

SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

HILL AND STOUT PLLC, a Washington
company,

Plaintiff,

v.

MUTUAL OF ENUMCLAW INSURANCE
COMPANY, a Washington insurance company,

Defendant.

No.

COMPLAINT

PARTIES

1. Hill and Stout PLLC (HS) maintains a dentistry practice in Oak Harbor and in Anacortes, Washington.

2. Defendant Mutual of Enumclaw Insurance Company (MOE) issued one or more policies to HS covering periods January 1 to December 31, 2019, and January 1 to December 31, 2020.

FACTS

3. MOE insures HS's business property.

1 4. MOE’s insurance of HS’s business property includes coverage for property
2 owned and leased by HS and used for general business purposes and for the specific purpose of
3 dentistry and other activities.

4 5. MOE provided coverage to HS covering risks of “Direct physical loss” to
5 covered property.

6 6. This coverage includes coverage for risks of both damage to and loss of covered
7 property.

8 7. The policy expressly defines property damage as including “loss of use” of
9 property.

10 8. HS paid all premiums for the coverage when due.

11 9. On or about January 2020, the United States of America saw its first cases of
12 persons infected by COVID-19, which has been designated a worldwide pandemic.
13

14 10. In light of this pandemic, Washington Governor Jay Inslee issued certain
15 proclamations and orders affecting many persons and businesses in Washington, whether
16 infected with COVID-19 or not, requiring certain public health precautions.
17

18 11. HS’s property sustained direct physical loss or damage as a result of the
19 proclamations and orders.

20 12. HS’s property will continue to sustain direct physical loss or damage covered by
21 the MOE policy or policies, including but not limited business interruption, extra expense,
22 interruption by civil authority, and other expenses.
23

24 13. HS’s property cannot be used for its intended purposes.

25 14. As a result of the above, HS has experienced and will experience loss covered by
26 the MOE policy or policies.

1 **CLAIM**

2 15. This is an action for declaratory judgment pursuant to chapter 7.24 RCW, and
3 other applicable Washington law.

4 16. HS seeks a declaratory judgment declaring that the policy or policies cover HS's
5 losses and expenses resulting from the interruption of their business and that MOE is
6 responsible for timely and fully paying all such losses as set forth in the policy or policies.
7

8 WHEREFORE, Sauvage seeks the following relief:

9 1. A declaratory judgment that the policy or policies cover HS's losses and
10 expenses resulting from the interruption of its business and that MOE is responsible for timely
11 and fully paying all such losses as set forth in the policy or policies;

12 2. Pre-judgment interest;

13 3. HS's reasonable attorney fees and costs, under *Olympic S.S. Co. v. Centennial*
14 *Ins. Co.*, 117 Wn.2d 37, 811 P.2d 673 (1991), or other applicable law;

15 4. Such further and other relief as the Court shall deem appropriate.
16

17 DATED this 17th day of April, 2020.

18 KELLER ROHRBACK L.L.P.

19
20 By s/Ian S. Birk
21 Ian S. Birk, WSBA #31431
22 Attorneys for Plaintiffs

23 GORDON TILDEN THOMAS & CORDELL

24
25 By s/Mark A. Wilner
26 Mark A. Wilner WSBA #31550
Attorneys for Plaintiffs