

JUDICIAL CIRCUIT IN AND FOR PINELLAS COUNTY, FLORIDA

CASE NO.

QUICK RED FOX OF CLEARWATER, INC.,

Plaintiff,

v.

ASPEN SPECIALTY INSURANCE COMPANY,

Defendant.

_____ /

COMPLAINT

Plaintiff, **QUICK RED FOX OF CLEARWATER, INC.**, by and through the undersigned attorney, sues Defendant, **ASPEN SPECIALTY INSURANCE COMPANY**, and alleges:

1. Plaintiff's principal place of business is at 2140 Drew Street, Clearwater, FL 33765. Plaintiff owns and operates a bar/tavern serving alcohol at that location.

2. The insurer (the "Insurance Company") operated, conducted, engaged in, and/or carried on a business or business venture in the State of FL.

3. The 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]

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

4. Venue is proper in this Court because Plaintiff's principal place of business is in Pinellas County, FL; the Policy was entered into, issued, and covers property located in Pinellas County, FL; and this cause of action arose in Pinellas County, FL.

5. The Insurance Company issued Plaintiff an insurance policy (the "Policy"). A copy of the Policy materials in Plaintiff's possession is attached as Exhibit "A." A certified copy of the Policy is in the exclusive control of the Insurance Company, and Plaintiff expects the Insurance Company 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.

of Plaintiff's claim will be determined by a fair and just jury in accordance with Article 1, Section 21, Fla. Const.

10. As a result, Plaintiff sustained business losses (“Loss”).
11. The Loss is covered under the Policy.
12. Plaintiff complied with all conditions precedent to entitle Plaintiff to recover under the Policy, or the Insurance Company waived compliance with such conditions.
13. The Insurance Company chose not to pay Plaintiff for the Loss.
14. The Insurance Company’s choice not to pay for the Loss is a material breach of contract.
15. As a result of the Insurance Company’s material breach of contract, it has become necessary for Plaintiff to retain the services of the undersigned attorney.

WHEREFORE Plaintiff, QUICK RED FOX OF CLEARWATER, INC., demands judgment against the Insurance Company for all covered losses with interest on any overdue payments, any incidental and foreseeable consequential damages caused by the 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 4th day of August, 2020.

/s/ Seth Kerr

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