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I. INTRODUCTION

Plaintiffs bring this action for business interruption insurance coverage. Plaintiffs allege as follows based on personal knowledge and information and belief:

II. JURISDICTION

1. This Court has original jurisdiction pursuant to RCW 2.08.010 because the actions originate in Washington and the amounts in controversy exceed the jurisdictional threshold.

2. This Court has personal jurisdiction over Defendant because Defendant registered to do business in Washington, has sufficient minimum contacts with Washington, and otherwise intentionally avails itself of the markets within Washington through its business activities, such that the exercise of jurisdiction by this Court is proper pursuant to RCW 48.05.200. Moreover, Plaintiffs' claims arise out of and directly relate to Defendants' contacts with Washington.

3. This case is filed within two years of the onset of Plaintiffs' loss, in accordance with the contractual limitation on suit in Plaintiffs' business interruption insurance policies.

4. A matter currently on direct review to the Washington Supreme Court, *Hill & Stout PLLC v. Mutual of Enumclaw Insurance Co.*, No. 100211-4 (Wash. review granted Jan. 5, 2022), addresses similar insurance coverage arising from similar facts, similar case theories, and virtually identical insuring language. In light of the pending *Hill & Stout* appeal, Plaintiffs contend this action should be stayed after filing and service until 60 days after the Washington Supreme Court issues a decision in *Hill & Stout*.

III. PARTIES

5. Jack D. Jorgensen, DMD, is insured by Defendant under Policy # 522239.

1 6. Gary R Folkman DDS, Gary R Folkman DDS PS, and Wallace Wilkens LLC,
2 are insured by Defendant under Policy # 417.

3 7. David M. Arndt, DDS, is insured by Defendant under Policy # 514851.

4 8. Eric Wagar, DMD, is insured by Defendant under Policy # 524255.

5 9. Ken Song, DDS, is insured by Defendant under Policy # 521702.

6 10. Zeeny Teja, MSD, is insured by Defendant under Policy # 510354.

7 11. M. Eric McRory, DDS, is insured by Defendant under Policy # 516898.

8 12. Brian R. Bowman, DDS, is insured by Defendant under Policy # 502740.

9 13. Ty Etheridge, DDS, is insured by Defendant under Policy # 521820.

10 14. Robert A. Beaty, DDS, is insured by Defendant under Policy # 521927.

11 15. Andy Marashi, DDS, is insured by Defendant under Policy # 522174.

12 16. Eric J. Opsvig, DDS, is insured by Defendant under Policy # 514505.

13 17. Gregory Knutson, DDS, PS, is insured by Defendant under Policy # 519884.

14 18. Christopher C. Robertson, DDS, PS, is insured by Defendant under Policy #
15 521937.

16 19. Christian Shewey, DDS, is insured by Defendant under Policy # WA523095.

17 20. Huntley and Divano PLLC, is insured by Defendant under Policy # WA523955.

18 21. Araghi and Besharati PLLC, is insured by Defendant under Policy # WA524393.

19 22. Brendan Lopez DDS, is insured by Defendant under Policy # WA524865.

20 23. Nadine Egger DDS, is insured by Defendant under Policy # 510826.

21 24. Kevin G. Otto, DDS, is insured by Defendant under Policy # WA523031.

22 25. Gina Trask DDS is insured by Defendant under Policy # 480.

1 35. Plaintiffs paid all premiums for the coverage when due.

2 36. Plaintiffs seek all coverage due under their policies, including without limitation
3 Business Income Coverage, Extra Expense Coverage, Extended Business Income Coverage, and
4 Civil Authority Coverage, to whatever extent provided.

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

7 38. It is now known that COVID-19 spreads through airborne transmission, and, in
8 some cases in conjunction with governmental responses, leads to loss of functional use of
9 business property for ordinary business purposes.

10 39. The first confirmed case of COVID-19 in King County, Washington was noted
11 on January 21, 2020.

12 40. On February 29, 2020, Washington Governor Jay Inslee issued Proclamation 20-
13 5, declaring a State of Emergency for all counties in the State of Washington as the result of
14 COVID-19.

15 41. Thereafter, Governor Inslee issued a series of certain proclamations and orders
16 affecting many persons and businesses in Washington, whether infected with COVID-19 or not,
17 requiring certain public health precautions. Among other things, Governor Inslee’s “Stay Home,
18 Stay Healthy” order required the closure of all non-essential businesses, including each of the
19 Plaintiffs’ businesses here.

20 42. Issued March 12, 2020, Proclamation 20-08 closed all public and private K-12
21 schools in King, Pierce, and Snohomish counties. Issued March 13, 2020, Proclamation 20-09
22 extended the school closure to the entire state.

1 43. Issued March 16, 2020, Proclamation 20-13 closed theaters, gyms, performance
2 venues, dance studios, bowling alleys, and indoor dining at restaurants.

3 44. Proclamation 20-13 prohibited “any number of people from gathering in any
4 public venue in which people congregate for purposes of . . . fitness and other similar activities.”
5 The proclamation further prohibits “the operation of public venues in which people congregate
6 for entertainment, social or recreational purposes, including but not limited to . . . gyms, fitness
7 centers . . . and other similar venues.”

8 45. Proclamation 20-13 states that one of the reasons for its restrictions is that “the
9 worldwide COVID-19 pandemic and its progression in Washington State continues to threaten
10 the life and health of our people as well as the economy of Washington State, and remains a
11 public disaster affecting life, health, property, or the public peace.”

12 46. The various orders issued in Washington State in connection with the COVID-19
13 global pandemic led to Plaintiffs’ experiencing a loss of functionality of their business property.

14 47. Proclamations 20-05 and 20-13 refer to property damage throughout the State of
15 Washington, including where Plaintiffs’ businesses are located.

16 48. Other premises, schools, and businesses in immediate close proximity to each
17 Plaintiff were closed and suffered direct physical loss as a result of these and similar
18 governmental orders.

19 49. As a result of the above, Plaintiffs have experienced and will experience losses
20 covered by the Policies.
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V. CAUSES OF ACTION

Count One—Declaratory Judgment

50. This is a cause of action for declaratory judgment pursuant to the Uniform Declaratory Judgments Act, RCW 7.24.010 *et seq.*

51. Plaintiffs seek a declaratory judgment declaring that losses and expenses resulting from the interruption of their businesses are covered by the Policies Defendant issued to them.

52. Plaintiffs seek a declaratory judgment declaring that Defendant is responsible for timely and fully paying their claims.

Count Two—Breach of Contract

53. The Policies issued by Defendant promise to pay Plaintiffs for all claims covered by the Policies.

54. Each Plaintiff has paid its insurance premiums.

55. Defendant's failure to provide coverage for the claims is a breach of the insurance contract.

56. Each Plaintiff is harmed by the breach of the insurance contract by their insurer.

VI. REQUEST FOR RELIEF

1. A declaratory judgment that the Policies cover Plaintiffs' losses and expenses resulting from the interruption of Plaintiffs' businesses related to COVID-19 and/or orders issued by Governor Inslee, other Governors, and/or other authorities.

2. A declaratory judgment that Defendant is responsible for timely and fully paying all such losses.

3. Damages.

