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17 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

18 **COUNTY OF NAPA**

19 French Laundry Partners, LP dba The
20 French Laundry, a limited partnership;
21 KRM, Inc. dba Thomas Keller Restaurant
22 Group, a Corporation; Yountville Food
23 Emporium, LLC dba Bouchon Bistro, a
24 limited liability company,

25 Plaintiffs,

26 vs.

27 HARTFORD FIRE INSURANCE
28 COMPANY, a corporation; TRUMBULL
INSURANCE COMPANY, a corporation;
KAREN RELUCIO, an individual, and;
DOES 1 to 25, inclusive,

Defendants.

CASE NO.

COMPLAINT FOR DECLARATORY RELIEF

1 Plaintiffs French Laundry Partners, LP dba The French Laundry; KRM, Inc., dba Thomas
2 Keller Restaurant Group; Yountville Food Emporium, LLC dba Bouchon Bistro; (collectively
3 “plaintiffs”), bring this Complaint, alleging against Defendants Hartford Fire Insurance Company;
4 Trumbull Insurance Company; Karen Relucio, and DOES 1 through 25 (“Defendants”) as follows:

5 **PARTIES**

6 1. At all relevant times, French Laundry Partners, LP dba French Laundry (“French
7 Laundry”), is a Limited Partnership, authorized to do business and doing business in the State of
8 California, County of Napa. French Laundry owns, operates, manages, and/or controls the
9 restaurant The French Laundry.

10 2. At all relevant times, Plaintiff KRM Inc. dba Thomas Keller Restaurant Group
11 (“KRM”), is a Corporation, authorized to do business and doing business in the State of California,
12 County of Napa. KRM is the managing entity for the French Laundry and Bouchon Bistro,
13 plaintiffs herein.

14 3. At all relevant times, Plaintiff Yountville Food Emporium, LLC dba Bouchon
15 Bistro (“Bouchon”) is a Limited Liability Company, authorized to do business and doing business
16 in the State of California, County of Napa. Bouchon owns, operates, manages and/or controls the
17 restaurant Bouchon Bistro.

18 4. At all relevant times, Defendants Hartford Fire Insurance Company, a corporation,
19 and Trumbull Insurance Company, a corporation (collectively “HARTFORD DEFENDANTS”)
20 are corporations doing business in the County of Napa, State of California, subscribing to Policy
21 Number 72UUNHD8373K2 issued to the plaintiffs for the period of July 8, 2019 through July 8,
22 2020. HARTFORD DEFENDANTS are transacting the business of insurance in the state of
23 California and the basis of this suit arises out of such conduct.

24 5. At all relevant times, Defendant KAREN RELUCIO (“RELUCIO”) is an individual
25 who is being named in her official capacity as the Napa County Health Officer.

26 **JURISDICTION AND VENUE**

27 6. This Court has subject matter jurisdiction over the matters alleged herein.

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1 13. The policy is currently in full effect, providing property, business personal property,
2 business income and extra expense, and additional coverages between the period of July 8, 2019
3 through July 8, 2020.

4 14. Plaintiffs faithfully paid policy premiums to HARTFORD DEFENDANTS,
5 specifically to provide additional coverages under The Property Choice Business Income and Extra
6 Expense Form in the event of business closures by order of Civil Authority.

7 15. Under the policy, insurance is extended to apply to the actual loss of business
8 income sustained and the actual, necessary and reasonable extra expenses incurred when access to
9 the scheduled premises is specifically prohibited by order of civil authority as the direct result of a
10 covered cause of loss to property in the immediate area of plaintiffs' scheduled premises. This
11 additional coverage is identified as coverage under "Civil Authority."

12 16. The policy is an all-risk policy, insofar as it provides that covered causes of loss
13 under the policy means direct physical loss or direct physical damage unless the loss is specifically
14 excluded or limited in the policy.

15 17. The policy's Property Choice Deluxe Form specifically extends coverage to direct
16 physical loss or damage caused by virus.

17 18. Based on information and belief, the HARTFORD DEFENDANTS have accepted
18 the policy premiums with no intention of providing any coverage under the Property Choice
19 Deluxe Form or the Civil Authority extension due to a loss and shutdown from a virus pandemic.

20 19. While some rogue media outlets have called the 2019-2020 Coronavirus an
21 exaggerated mass hysteria that will unlikely create significant physical damage, the scientific
22 community, and those personally affected by the virus, recognize the Coronavirus as a cause of real
23 physical loss and damage.

24 20. The global Coronavirus pandemic is exacerbated by the fact that the deadly virus
25 physically infects and stays on surfaces of objects or materials, "fomites," for up to twenty-eight
26 days.

27 21. China, Italy, France, and Spain have implemented the cleaning and fumigating of
28 public areas prior to allowing them to re-open publicly due to the intrusion of microbials.

1 22. On March 18, 2020, the health officer of Napa County, Defendant Karen Relucio,
 2 issued an order directing all individuals living in the county to stay at home except that they may
 3 leave to provide or receive certain essential services or engage in certain essential activities (“The
 4 Order”). The Order further requires all non-essential businesses located within the County to
 5 “cease all activities at facilities located within the County, except Minimum Basic Operations
 6 [...].”

7 23. The Order specifically states that it is being issued based on evidence of physical
 8 damage to property. The property that is damaged is in the immediate area of the Insured
 9 Properties.

10 24. Except for delivery or takeout, the Order does not specifically exempt restaurants
 11 and has caused a shutdown of plaintiffs’ business operations. As a direct and proximate result of
 12 this Order, access to the Insured Properties has been specifically prohibited.

13 25. As a further direct and proximate result of the Order, plaintiffs have been forced to
 14 furlough over 300 employees.

15 26. The virus is physically impacting public and private property, and physical spaces in
 16 cities around the world and the United States. Any effort by the HARTFORD DEFENDANTS to
 17 deny the reality that the virus causes physical loss and damage would constitute a false and
 18 potentially fraudulent misrepresentation that could endanger policyholders and the public.

19 27. A declaratory judgment determining that the coverage provided under the policy
 20 will prevent the plaintiffs from being left without vital coverage acquired to ensure the survival of
 21 their businesses due to the shutdown caused by the civil authorities’ response is necessary. As a
 22 result of this order, plaintiffs have incurred, and continue to incur, a substantial loss of business
 23 income and additional expenses covered under the policy.

24 **FIRST CAUSE OF ACTION**

25 **DECLARATORY RELIEF**

26 **(Against All Defendants and DOES 1 to 25)**

27 28. Plaintiffs re-allege and incorporate by reference into this cause of action each and
 28 every allegation set forth in each and every paragraph of this Complaint.

1 29. Under California Code of Civil Procedure section 1060 et seq., the court may
2 declare rights, status, and other legal relations whether or not further relief is or could be claimed.

3 30. An actual controversy has arisen between plaintiffs and the HARTFORD
4 DEFENDANTS as to the rights, duties, responsibilities and obligations of the parties in that
5 Plaintiffs contend and, on information and belief, the HARTFORD DEFENDANTS dispute and
6 deny, that: (1) the Order by Karen Relucio, in her official capacity, constitutes a prohibition of
7 access to plaintiffs' Insured Premises; (2) the prohibition of access by the Order is specifically
8 prohibited access as defined in the Policy; (3) the Order triggers coverage because the policy does
9 not include an exclusion for a viral pandemic and actually extends coverage for loss or damage due
10 to virus; and (4) the policy provides coverage to plaintiffs for any current and future civil authority
11 closures of restaurants in Napa County due to physical loss or damage from the Coronavirus under
12 the Civil Authority coverage parameters and the policy provides business income coverage in the
13 event that Coronavirus has caused a loss or damage at the insured premises or immediate area of
14 the insured premises. Resolution of the duties, responsibilities and obligation of the parties is
15 necessary as no adequate remedy at law exists and a declaration of the Court is needed to resolve
16 the dispute and controversy.

17 31. Plaintiffs seek a Declaratory Judgement to determine whether the Order constitutes
18 a prohibition of access to plaintiffs' Insured Premises by a Civil Authority as defined in the Policy.

19 32. Plaintiffs further seek a Declaratory Judgement to affirm that the Order triggers
20 coverage because the policy does not include an exclusion for a viral pandemic and actually
21 extends coverage for loss or damage due to virus.

22 33. Plaintiffs further seek a Declaratory Judgment to affirm that the policy provides
23 coverage to plaintiffs for any current and future civil authority closures of restaurants in Napa
24 County due to physical loss or damage from the Coronavirus and the policy provides business
25 income coverage in the event that Coronavirus has caused a loss or damage at the insured premises.

26 34. Plaintiffs do not seek any determination of whether the Coronavirus is physically in
27 the insured premises, amount of damages, or any other remedy other than declaratory relief.

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1 **PRAYER FOR RELIEF**

2 Wherefore, Plaintiffs herein, French Laundry Partners, LP dba French Laundry; KRM Inc.,
3 dba Thomas Keller Restaurant Group; Yountville Food Emporium, LLC dba Bouchon Bistro; and
4 each of them, pray as follows:

- 5 1) For a declaration that the Order by Karen Relucio, in her official capacity, constitutes a
6 prohibition of access to plaintiffs' Insured Premises.
- 7 2) For a declaration that the prohibition of access by the Order is specifically prohibited
8 access as defined in the Policy.
- 9 3) For a declaration that the Order triggers coverage because the policy does not include an
10 exclusion for a viral pandemic and actually extends coverage for loss or damage due to
11 virus.
- 12 4) For a declaration that the policy provides coverage to plaintiffs for any current and
13 future civil authority closures of restaurants in Napa County due to physical loss or
14 damage from the Coronavirus under the Civil Authority coverage parameters and the
15 policy provides business income coverage in the event that Coronavirus has caused a
16 loss or damage at the insured premises or immediate area of the insured premises.
- 17 5) For such other relief as the Court may deem proper.
- 18

19 DATED: March 25, 2020

DICKENSON, PEATMAN & FOGARTY

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21 By: _____

22 Paul G. Carey
23 Valerie R. Perdue
24 Attorneys for Plaintiffs

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