

The COVID-19 pandemic has elicited a range of responses from federal and state lawmakers and regulators, as well as a wave of state and federal litigation relating to the COVID-19 pandemic and potential business interruption and civil authority coverage. The information provided in the chart below is intended to provide a high-level overview of the legislative activities, regulatory guidance, and court filings related to business interruption coverage for COVID-19 related claims.

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Jurisdiction	Legislative Action	Regulatory Department Action	Filed Litigation	Executive Orders	Other Developments
Federal	<p>On May 26, U.S. Representative Carolyn Maloney (D-N.Y.) introduced H.R. 7011—the Pandemic Risk Insurance Act of 2020. The legislation would create the Pandemic Risk Reinsurance Program, providing “compensation for business interruption losses resulting from future pandemics or public health emergencies.” The bill would apply only to “covered public health emergenc[ies]” declared “on or after January 1, 2021.”</p> <p>On April 14, 2020 US Congressman Mike Thompson (CA-05) announced the introduction of H.R. 6494, the Business Interruption Insurance Coverage Act of 2020. The bill has bipartisan support and, if passed, would require each insurer “that offers or makes available business interruption insurance coverage” to “make available, in all of</p>				<p>On May 8, 2020, the Department of the Treasury’s Principal Deputy Assistant Secretary Frederick W. Vaughan reportedly wrote to Senator Ted Budd (R-NC) indicating that “Treasury is actively monitoring the various proposals being discussed in Congress, state legislatures, and the private sector related to insurance and business interruption coverage.” He went on to note that while insurers “should pay valid claims,” the various legislative proposals “could “fundamentally conflict with the contractual nature of insurance obligations and could introduce stability risks to the industry.”</p> <p>The National Association of Insurance Commissioners has issued a Business Interruption COVID-19 Data Call Letter to Property and Casualty Insurers indicating that state insurance regulators in 50 states, the District of</p>

	<p>its policies providing business interruption insurance, coverage for losses resulting from . . . any viral pandemic . . . any forced closure of businesses, or mandatory evacuation . . . or . . .any power shut-off conducted for public safety purposes.” The bill further provides that any exclusions in force on the date of the enactment of the act “shall be void. to the extent” they exclude the above-specified losses. Policy exclusions may be reinstated if authorized in writing by the insured or if the insured fails to pay any increased premium charged by the insurer for providing the business interruption coverage. Insurers must provide 30 days’ notice of the increased premium or reinstatement of the exclusions.</p>				<p>Columbia, and the U.S. territories “have agreed to participate in a data call to collect data related to business interruption insurance and COVID-19. ” Insurers are “requested to complete both parts of the COVID-19 business interruption data call” and to submit a “Premiums Data Template” by May 22, and a “Claims Data Template” by June 15, with mid-monthly update filings thereafter.</p> <p>On April 13, 2020, Representative Pramila Jayapal sent a letter to the CEO’s of several insurance companies expressing “concern about reports that commercial insurance companies are declining to cover COVID-19 related claims filed by small and medium-sized businesses.” She further wrote that she believes “that commercial insurance companies should honor all clearly covered coronavirus-related losses; work closely with the office of state Attorneys General to resolve disputes; and set up accessible means by which policyholders can get answers on their coverage and resolve disputes quickly without having to resort to time-consuming and expensive litigation.”</p> <p>On April 10, 2020 President Trump weighed in on the issue of business interruption coverage, stating during a two-hour coronavirus briefing that he “would like to see the insurance companies pay if they need to pay” and opining that while some policies may include exclusions for pandemics, in a</p>
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					<p>lot of cases policies do not include such an exclusion.</p> <p>U.S. Congressional Representatives have written a letter to insurance industry groups asking that they work with member companies and brokers to recognize financial loss due to COVID-19 as part of policyholders' business interruption insurance. Industry Groups have responded noting that while they will work with insurers to make sure prompt payments are made where coverage exists, business interruption policies "do not and were not designed to, provide coverage against communicable diseases such as COVID-19."</p>
<p>Alabama</p>		<p>On April 27, 2020, the Alabama Department of Insurance issued FAQs explaining that "[w]hether business interruption coverage exists for the current COVID-19 circumstances will be determined by what the specific policy language provides" and that "[b]ecause business interruption coverage varies between policies, and is dependent on the specific policy language, it is important to carefully read the complete policy."</p>	<p><i>Dukes Clothing LLC v. The Cincinnati Ins. Co.</i>, No. 7:20-cv-860 (N.D. Ala., filed June 17, 2020) (Insurance action alleging wrongful denial of coverage for losses relating to COVID-19 shutdown orders). (NEW)</p> <p><i>Moe's Original BBQ Hoover LLC, et al. v. The Cincinnati Ins. Co.</i>, No. 2:20-cv-832 (N.D. Ala., filed June 11, 2020) (Insurance class action alleging denial of claims for alleged COVID-19 related losses).</p> <p><i>Golden Flames Banquet & Ballroom Inc. v. The Cincinnati Ins. Co. Inc.</i>, No. 1:20-cv-312 (S.D. Ala., filed June 9, 2020) (Insurance breach of contract class action alleging denial of claims for COVID-19 related losses).</p>		

			<p><i>Auburn Depot LLC v. The Cincinnati Ins. Co.</i>, No. 3:20-cv-384 (M.D. Ala., filed June 5, 2020) (Insurance declaratory judgment action pertaining to coverage for alleged COVID-19 related losses).</p> <p><i>Pear Tree Grp. LLC v. The Cincinnati Ins. Co.</i>, No. 3:20-cv-382 (M.D. Ala., filed June 5, 2020) (Insurance declaratory judgment action pertaining to coverage for alleged COVID-19 related losses).</p> <p><i>Sneak & Dawdle LLC v. The Cincinnati Ins. Co.</i>, No. 3:20-cv-383 (M.D. Ala., filed June 5, 2020) (Insurance declaratory judgment action pertaining to alleged COVID-19 related losses).</p> <p><i>Pure Fitness LLC, et al. v. The Hartford Fin. Servs. Grp. Inc.</i>, No. 2:20-cv-775 (N.D. Ala., filed June 3, 2020) (Insurance breach of contract class action).</p> <p><i>Eagle Eye Outfitters v. The Cincinnati Cas. Co.</i>, No. 1:20-cv-335 (M.D. Ala., filed May 21, 2020) (Insurance breach of contract action pertaining to alleged denial of coverage for business income losses).</p> <p><i>Hillcrest Optical Inc., et al v. Continental Cas. Co.</i>, No. 1:20-cv-275 (S.D. Ala., filed May 15, 2020) (Insurance breach of contract class action).</p>		
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<p>Alaska</p>		<p>On May 13, 2020, the Alaska Division of Insurance issued a Consumer Advisory Alert explaining that “[p]erils that are not listed or described [in a business</p>			

		<p>interruption insurance policy], or that are not specifically excluded in the policy, are generally not covered.” The advisory alert also asks that insurers “conduct a thorough, fair, and objective investigation of any claims received” and comply with 3 AAC 26.070, requiring insurers to “state the specific provisions, conditions, exclusions, and facts upon which the denial is based” if a claim is denied.</p>			
<p>Arizona</p>			<p><i>B Street Grill & Bar LLC, et al. v. The Cincinnati Ins. Co.</i>, No. CV2020-006514 (Maricopa Cnty. Sup. Ct., filed June 4, 2020) (Insurance breach of contract action pertaining to alleged denial of claims for losses related to COVID-19 pandemic).</p> <p><i>Forflex LLC dba Supercuts v. Hartford Underwriters Ins. Co., et al.</i>, No. 2:20-cv-1068 (D. Ariz., filed June 1, 2020) (Insurance action seeking declaration of entitlement to coverage for business income losses).</p> <p><i>Fred Heidarpour, et al. v. Arch Ins. Grp. Inc., et al.</i>, No. 2:20-cv-968 (D. Ariz., filed May 18, 2020) (Insurance breach of contract class action).</p> <p><i>London Bridge Resort LLC v. Ill. Union Ins. Co. Inc.</i>, No. 3:20-cv-8109 (D. Ariz., filed May 8, 2020) (Insurance breach of contract action).</p> <p><i>Border Chicken AZ LLC v. Nationwide Ins. Co.; Allied Prop. Cas. Ins. Co.</i>, No. 2:20-cv-785 (D. Ariz., filed Apr. 22, 2020) (Insurance class action).</p>		

<p>Arkansas</p>		<p>The Arkansas Insurance Department issued Bulletin No. 9-2020 providing consumers information about Business Interruption Insurance in the context of the state’s COVID-19 health emergency. It explains that typically virus and disease are not an insured peril and that civil authority coverage is also likely to be unavailable.</p>	<p><i>James Bradley, et al v. United Specialty Ins. Co.</i>, No. 4:20-cv-520 (E.D. Ark., filed May 18, 2020) (Insurance breach of contract and declaratory judgment action).</p>		
<p>California</p>		<p>On March 26, 2020, California directed insurance companies to submit data to the California Department of Insurance on their coverage of business interruption relating to the COVID-19 outbreak. California will analyze the data to assist policymakers in understanding the scope of insured and uninsured business losses.</p> <p>The California Department of Insurance also published a series of FAQ’s relating to business interruption coverage for COVID-19 related claims.</p> <p>On April 14, 2020 the California Insurance Commissioner issued a Notice to Insurance Companies to “ensure that all agents, brokers, insurance companies, and other licensees accept, forward, acknowledge, and fairly investigate all business interruption insurance claims submitted by businesses.”</p> <p>On April 14, the California Insurance Commissioner issued a Notice requiring all “insurance companies to fairly investigate all business</p>	<p><i>Grubstake Hldgs. LLC v. First Mercury Ins. Co.</i>, No. 3:20-cv-4060 (N.D. Cal., filed June 18, 2020) (Insurance action alleging denial of coverage for losses relating to COVID-19 pandemic). (NEW)</p> <p><i>Plan Check Downtown III, LLC v. Amguard Ins. Co.</i>, No. _____, (LA. Sup. Ct. C.D., filed June 16, 2020) (Insurance action alleging breach of contract and bad faith relating to alleged wrongful denial of coverage for losses relating to COVID-19 pandemic). (NEW)</p> <p><i>Atelier 1 2 3 Rest. LLC, et al. v. Farmers Grp. Inc., et al.</i>, No. CGC-20-584762 (San Francisco Cnty. Sup. Ct., filed June 15, 2020) (Insurance action alleging breach of contract, bad faith, and unfair business practices pertaining to Defendant’s denial of coverage for losses relating to the COVID-19 shutdown orders). (NEW)</p> <p><i>Jesse Fink dba Toy Boat Dessert Café, et al. v. The Hanover Ins. Grp. Inc., et al.</i>, No. 3:20-cv-3907 (N.D. Cal., filed</p>		

		<p>interruption claims caused by COVID-19.” April 17, the California Department of Insurance hosted a “Small Business Tele-TownHall” addressing issues including the availability of insurance coverage for COVID-19 related business interruption claims. The Commissioner purportedly encouraged all business owners impacted by the COVID-19 pandemic to submit claims for business interruption coverage, if they haven’t done so already, noting that not all policies are the same and insurers have an obligation to fully investigate all claims.</p>	<p>June 12, 2020) (Insurance class action alleging Defendants failed to cover business income losses relating to the COVID-19 pandemic). (NEW)</p> <p><i>West Covina Rest. Grp. Inc., et al. v. Farmers Ins. Exch.</i>, No. 20STCV22451 (L.A. Sup. Ct. C.D., filed June 9, 2020) (Insurance action alleging breach of contract and bad faith relating to alleged wrongful denial of coverage for losses relating to COVID-19 pandemic). (NEW)</p> <p><i>Bulk, LLC v. truck Ins. Exch., et al.</i>, No. 20STCV19129 (L.A. Sup. Ct. C.D., filed May 18, 2020) (Insurance breach of contract class action seeking order requiring Defendants to pay claims for alleged lost business income related to COVID-19 pandemic). (NEW)</p> <p><i>Butter Nails & Waxing Inc. v. Underwriters at Lloyd’s of London</i>, No. _____ (Los Angeles Sup. Ct. C.D., filed June 11, 2020) (Insurance breach of contract and bad faith action pertaining to denial of coverage for alleged COVID-19 governmental shutdown related losses).</p> <p><i>R3 Hospitality Grp. LLC v. The Hartford, et al.</i>, No. 5:20-cv-1182 (C.D. Cal., filed June 10, 2020) (Insurance action alleging denial of coverage for alleged COVID-19 related losses).</p> <p><i>Roundin3rd Sports Bar LLC v. The Hartford et al.</i>, No. 2:20-cv-5149 (C.D. Cal., filed June 10, 2020) (Insurance</p>		
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			<p>declaratory judgment action pertaining to alleged COVID-19 related losses).</p> <p><i>G & P Hospitality LLC v. The Travelers Cos. Inc., et al.</i>, No. 2:20-cv-5148 (C.D. Cal., filed June 10, 2020) (Insurance declaratory judgment action pertaining to alleged COVID-19 related losses).</p> <p><i>Patrick & Geoff Invests. Inc. v. The Hartford, et al.</i>, No. 2:20-cv-5140 (C.D. Cal., filed June 10, 2020) (Insurance declaratory judgment action pertaining to alleged COVID-19 related losses).</p> <p><i>The Gardener, et al v. Ohio Sec. Ins. Co.</i>, No. 3:20-cv-3799 (N.D. Cal., filed June 9, 2020) (Insurance breach of contract class action pertaining to alleged COVID-19 related losses).</p> <p><i>Water Sports Kauai Inc., et al. v. Fireman’s Fund Ins. Co., et al.</i>, No. 3:20-cv-3750 (N.D. Cal., filed June 5, 2020) (Insurance breach of contract class action alleging denial of coverage for COVID-19 related losses).</p> <p><i>Berlin Fisher, et al. v. Hiscox Ins. Co. Inc., et al.</i>, No. SCV266435 (Sonoma Cnty. Cup. Ct., filed June 5, 2020) (Insurance coverage action pertaining to COVID-19 related losses).</p> <p><i>American Traders Inc. dba Ramada Inn Modesto v. Mid-Century Ins. Co., et al.</i>, No. CV-20-2477 (Stanislaus Cnty. Sup.</p>		
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			<p>Ct., filed June 4, 2020) (Insurance breach of contract and declaratory relief class action pertaining to alleged wrongful denial of coverage for COVID-19 shutdown related losses).</p> <p><i>Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reserv. Cal. V. Lexington Ins.</i>, No. T20-46 (Santa Barbara Cnty. Cup. Ct., filed June 3, 2020) (Insurance bad faith action).</p> <p><i>EMM Grp. Holdings, LLC v. Hartford Fire Ins. Co.</i>, No. _____ (L.A. Sup. Ct. C.D., filed June 3, 2020) (Insurance declaratory judgment action).</p> <p><i>Protégé Rest. Partners LLC, et al. v. Sentinel Ins. Co. Ltd.</i>, No. 5:20-cv-3674 (N.D. Cal., filed June 2, 2020) (Insurance breach of contract class action).</p> <p><i>Daneli Shoe Co. v. Valley Forge Ins. Co.</i>, No. 37-2020-18134-CU-IC-CLT (San Diego Cnty. Cup. Ct., filed June 2, 2020) (Insurance action alleging negligent denial of coverage for COVID-19 related losses).</p> <p><i>James Colgan v. Sentinel Ins. Co. Ltd.</i>, No. CGC-20-584616 (San Fran. Cnty. Cup. Ct., filed June 1, 2020) (Insurance contract action pertaining to denial of coverage for COVID-19 related losses).</p> <p><i>Showa Hospitality LLC, et al. v. Sentinel Ins. Co., et al.</i>, No. 37-2020-18311-CU-IC-CTL (San Diego Cnty. Sup. Ct., filed May 28, 2020) (Insurance breach of</p>		
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			<p>contract action pertaining to alleged wrongful denial of coverage for COVID-19 related losses).</p> <p><i>Richard Robbins, et al v. Generali Global Assistance Inc., et al.</i>, No. 2:20-cv-4903 (Insurance and unfair competition class action pertaining to denial of trip cancellation coverage relating to COVID-19).</p> <p><i>Jani Invests. LLC v. Truck Ins. Exch.</i>, No. CV420743 (Lake Cnty. Cup. Ct., filed May 26, 2020) (Insurance breach of contract and bad faith action pertaining to alleged denial of coverage for claim of loss pertaining to COVID-19 pandemic and governmental orders).</p> <p><i>Wellness Eatery Carmel Valley LLC, et al. v. Cal. Cap. Ins. Co., et al.</i>, No. 37-2020-16546-CU-BT-CTL (San Diego Cnty. Sup. Ct., filed May 26, 2020) (Insurance breach of contract action).</p> <p><i>In-N-Out Burgers v. Zurich Am. Ins. Co.</i>, No. 8:20-cv-1000 (C.D. Cal., filed May 29, 2020) (Insurance breach of contract action pertaining to alleged denial of coverage for COVID-19 related losses).</p> <p><i>Spaghetтини dba Spaghetтини Italian Grill v. Fireman’s Fund Ins. Co.</i>, No. SCV266378 (Sonoma Cnty. Sup. Ct., filed May 13, 2020) (Insurance coverage action pertaining to alleged COVID-19 related losses).</p>		
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			<p><i>Santa Corona Del Mar Investments v. Century-National Ins. Co.</i>, No. _____ (L.A. Sup. Ct. C.D., filed May 28, 2020) (Insurance breach of contract and bad faith action pertaining to alleged denial of coverage for business income losses).</p> <p><i>Odessa Invest. Corp. dba The Great Frame Up #672 v. Farmers Grp., Inc., et al.</i>, No. 20STCV20188 (L.A. Sup. Ct. C.D., filed May 26, 2020) (Insurance breach of contract and bad faith class action).</p> <p><i>Saddleback Med. Manage., Inc. v. Fire Ins. Exch., et al.</i>, No. 30-2020-01140970-CU-IC-CXC (Orange Cnty. Sup. Ct., filed May 26, 2020) (Insurance breach of contract action).</p> <p><i>Mayssami Diamond Inc. v. Travelers Cas. Ins. Co. of Am.</i>, No. 37-2020-16241-CU-FR-CTL (San Diego Cnty. Sup. Ct., filed May 26, 2020) (Insurance contract action alleging wrongful denial of claim for COVID-19 related losses).</p> <p>Best Rest Motel Inc., dba Holiday Inn Express Old Town v. Sequoia Ins. Co., et al., No. 37-2020-15679-CU-IC-CTL (S.D. Cnty. Sup. Ct., filed May 26, 2020) (Insurance breach of contract action pertaining to alleged denial of coverage for business income losses).</p> <p><i>Park 101 LLC, et al. v. Liberty Mut. Grp. Inc., et al.</i>, No. 3:20-cv-972 (S.D. Cal., filed May 26, 2020) (Insurance breach</p>		
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			<p>of contract class action pertaining to alleged denial of coverage for business income losses).</p> <p><i>Odessa Invest. Corp. v. Farmers Grp., Inc., et al.</i>, No. _____ (L.A. Sup. Ct. C.D., filed May 23, 2020) (Insurance breach of contract and bad faith class action).</p> <p><i>Healthnow Med. Ctr. Inc. v. State Fam Gen. Ins. Co.</i>, No. T20-1121 (Santa Clara Cnty. Sup. Ct., filed May 22, 2020) (Insurance breach of contract, bad faith, and unjust enrichment action).</p> <p><i>Uncle Sharkii, LLC v. Farmers Ins. Exch.</i>, No. MSC20-00901 (Contra Costa Cnty. Sup. Ct., filed May 22, 2020) (Insurance breach of contract class action alleging wrongful denial of coverage for claims relating to COVID-19 related losses). (NEW)</p> <p><i>Mortar & Pestle Corp. v. Atain Specialty Ins. Co.</i>, No. 3:20-cv-3461 (N.D. Cal., filed May 21, 2020) (Insurance breach of contract action).</p> <p><i>Boca J.P. Inc. v. Farmers Group Inc.</i>, No. 20PSCV00325 (L.A. Cnty. Sup. Ct., filed May 15, 2020) (Insurance declaratory judgment action).</p> <p><i>Pappy's Barber Shops Inc., et al. v. Farmer's Grp. Inc., et al.</i>, No. 3:20-cv-907 (S.D. Cal., filed May 14, 2020) (Insurance breach of contract and unfair business practices class action).</p>		
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			<p>19 shutdown order constitutes prohibition of access to insured's premises).</p> <p><i>Musso Frank Grill Co., Inc. v. Mitsui Sumitomo Ins. USA Inc.; Hub Int'l Ins. Servs. Inc.</i>, No. 20STCV16681 (LA Sup. Ct., filed May 1, 2020) (Insurance breach of contract and bad faith action).</p> <p><i>New Restaurant Grp. et al. v. Farmers Grp. Inc.; Mid-Century Ins. Co.</i>, No. CGC-20-584269 (SF Cnty. Sup. Ct., filed Apr. 30, 2020) (Insurance breach of contract, bad faith, and unfair business practices action).</p> <p><i>Simon Wiesenthal Center Ins. V. Chubb Grp. Of Ins. Cos./Fed. Ins. Co.</i>, No. 2:20-cv-3890 (C.D. Cal., filed Apr. 29, 2020) (Insurance declaratory judgment action).</p> <p><i>O'Brien Sales and Mktg. Ins. V. Transportation Ins. Co.</i>, No. 4:20-cv-2951 (N.D. Cal., filed Apr. 29, 2020) (Insurance contract class action).</p> <p><i>Pigment Inc. v. The Hartford Fin. Servs. Grp. Inc.; Sentinel Ins. Co. Ltd.</i>, No. 3:20-cv-794 (S.D. Cal., filed Apr. 28, 2020) (Insurance class action for declaratory judgment and breach of contract).</p> <p><i>Hair Perfect Int'l Inc. v. Sentinel Ins. Co. Ltd. dba The Hartford</i>, No. 2:20-cv-3729 (C.D. Cal., filed Apr. 23, 2020) (Insurance class action).</p>		
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			<p>Ct., filed Apr. 15, 2020) (Insurance declaratory judgment action filed by attorney Geragos).</p> <p><i>John's Grill Inc. v. The Hartford Fin. Servs. Grp. Inc.; Sentinel Ins. Co. Ltd.; Norbay Ins. Servs. Inc.</i>, No. CGC-20-584184 (SF Cnty. Sup. Ct., filed Apr. 15, 2020) (Insurance breach of contract, bad faith, and fraud action).</p> <p><i>Moda LLC, et al. v. Hartford Fire Ins. Co.</i>, No. 20CV01655 (Santa Barbara Cnty. Sup. Ct., filed Apr. 13, 2020) (Insurance breach of contract and bad faith action).</p> <p><i>10E, LLC v. Travelers Indem. Co.; Eric Garcetti</i>, No. 20STCV14043 (LA Sup. Ct., filed Apr. 10, 2020) (Insurance declaratory judgment action filed by attorney Geragos).</p> <p><i>Mark J. Geragos v. Travelers Indem. Co.; Eric Garcetti</i>, No. 20STCV14073 LA Sup. Ct., filed Apr. 10, 2020) (Insurance declaratory judgment action filed by attorney Geragos).</p> <p><i>Geragos & Geragos, APC v. Travelers Indem. Co.; Eric Garcetti</i>, No. 20STCV14022 (LA Sup. Ct., filed Apr. 10, 2020) (Insurance declaratory judgment action filed by attorney Geragos).</p> <p><i>2420 Honolulu Ave., LLC v. Travelers Indem. Co.; Eric Garcetti</i>, No. 20STCV14000 (LA Sup. Ct., filed Apr. 10, 2020) (Insurance declaratory</p>		
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			<p>judgment action filed by attorney Geragos).</p> <p><i>837 Foothill Blvd. LLC v. Travelers Indem. Co.; Eric Garcetti</i>, No. 20STCV13929 (LASup. Ct., filed Apr. 9, 2020) (Insurance declaratory judgment action filed by attorney Geragos).</p> <p><i>Karen Trinh DDS v. State Farm Gen. Ins. Co.</i>, No. 20CV00985 (Santa Cruz Cnty. Sup. Ct., filed Apr. 6, 2020) (Insurance breach of contract, bad faith, misrepresentation and unfair business practices action.).</p> <p><i>Scratch Restaurants LLC et al., v. Farmers Grp. Inc.; Truck Ins. Exch.</i>, No. 20STCP01233 (LASup. Ct., filed Apr. 1, 2020)</p> <p><i>Outerlands Inc. v. Truck Ins. Exch.</i>, No. CGC-20-583996 (SF Cnty. Sup. Ct., Cali., filed Mar. 30, 2020) (Insurance breach of contract, bad faith and unfair business practices action).</p> <p><i>French Laundry Partners et al. v. Hartford Fire Ins. Co.</i>, et al, No. T20-1 (Napa Cnty. Sup. Ct., filed Mar. 25, 2020) (Insurance declaratory judgment action).</p>		
<p>Colorado</p>		<p>The Colorado Division of Insurance has issued FAQs on business interruption coverage explaining that “[w]hether business interruption coverage exists for the current COVID-19 circumstances will be determined by what the specific policy language</p>	<p><i>Monarch Casino & Resort Inc. v. Affiliated FM Ins. Co.</i>, No. 1:20-cv-1470 (D. Colo., filed May 22, 2020) (Insurance breach of contract and good faith action).</p>	<p>On April 8, 2020, the Governor of Colorado issued Executive Order D 2020 032 “Amending and Extending Executive Order D 2020 003 Declaring a Disaster Emergency Due to the Presence of Coronavirus Disease 2019 in Colorado.” The Order explicitly states that “COVID-</p>	<p>On April 21, 2020 the town council of Basalt, Colorado, reportedly asked the Colorado legislature to require insurance companies to cover losses for business interruption due to COVID-19. Thus far, the legislature has not acted on the request.</p>

		<p>provides,” but that “[e]vents not listed on, or described within, the policy are not covered.” (NEW)</p>		<p>19 . . . physically contributes to property loss, contamination, and damage due to its propensity to attach to surfaces for prolonged periods of time.”</p>	
<p>Connecticut</p>		<p>Connecticut Insurance Department Issues Guidance on Business Interruption Insurance and COVID-19 to both consumers and insurers. It also issued a series of FAQ's regarding business interruption insurance coverage.</p>	<p><i>LJ New Haven LLC, et al. v. AmGUARD Ins. Co.</i>, No. 3:20-cv-751 (D. Conn., filed June 2, 2020) (Insurance contract class action).</p> <p><i>Dotecamdr PLLC v. Hartford Fire Ins. Co., et al.</i>, No. 3:20-cv-698 (D. Conn., filed May 20, 2020) (Insurance declaratory judgment action).</p> <p><i>Harvey B. Pats, M.D. P.A. v. The Hartford Fire Ins. Co., et al.</i>, No 3:20-cv-697 (D. Conn., filed May 20, 2020) (Insurance declaratory judgment action).</p> <p><i>One40 Beauty Lounge, LLC et al. v. Sentinel Ins. Co., Ltd.</i>, No. 3:20-cv-643 (D. Conn., filed May 8, 2020) (Insurance breach of contract class action).</p> <p><i>Cosmetic Laser, Inc., et al. v. Twin City Fire Ins. Co.</i>, No. 3:20-cv-638 (D. Conn., filed May 8, 2020) (Insurance breach of contract class action).</p> <p><i>Dr. Jeffrey Milton, DDS, Inc. et al v. Hartford Cas. Ins. Co.</i>, No. 3:20-cv-640 (D. Conn., filed May 8, 2020) (Insurance breach of contract class action).</p> <p><i>Hartford Fire Ins. Co. v. Moda LLC et al.</i>, No. HDD-CV20-6127638 (Hartford</p>		

			<p>Sup. Ct., filed May 7, 2020) (Insurance declaratory judgment action filed by insurer).</p> <p><i>Little Stars LLC v. Hartford Underwriters Ins. Co.; The Hartford Fin. Servs. Grp., Inc.; Sentinel Ins. Co, Ltd.</i>, No. 3:20-cv-609 (D. Conn., filed May 4, 2020) (Insurance declaratory judgment action).</p> <p><i>Consulting Advantage, Inc. v. the Hartford Fire Ins. Co.; Commercial Inland Marine Hartford Fire Ins. Co.</i>, No. 3:20-cv-610 (D. Conn., filed May 4, 2020) (Insurance declaratory judgment action).</p> <p><i>Rencana LLC d/b/a Core Reform Pilates and The Irvine Company LLC v. the Hartford Fin. Servs. Grp., Inc.; Sentinel Ins. Co., Ltd.</i>, No. 3:20-cv-611 (D. Conn., filed May 4, 2020) (Insurance declaratory judgment action).</p>		
Delaware		The Delaware Department of Insurance has published COVID-19 Insurance FAQ's advising insureds that “[t]ypically, policies require physical damage to the property for payment, and many policies have specific exclusions for viral infections, like COVID-19.” Insureds are encouraged to review their policies carefully to determine the scope of coverage.			
District of Columbia	On April 30, the Council of the District of Columbia issued a Memorandum requesting to place certain measures on the agenda for the May 5 th	The District of Columbia Department of Insurance, Securities and Banking provides information to insureds regarding business interruption	<i>Robert Daly v. Erie Ins. Prop. & Cas. Co.</i> , No. 1:20-cv-1406 (D.D.C., filed May 27, 2020) (Insurance breach of contract		

	<p>Legislative Meeting, including changes to the law that would impose “new requirements for business interruption insurance to pay for certain business closures during the pandemic.”</p>	<p>coverage relating to COVID-19. Insureds are advised that “Mayor Bowser’s Order 2020-053 would not trigger [business interruption] coverage, however, because a pandemic peril is not a specified event that causes physical damage to a property.”</p>	<p>action pertaining to alleged denial of coverage for business income losses).</p> <p><i>Rose’s 1, LLC et al v. Erie Ins. Exch.</i>, No. 2020 CA 002424 B (D.C. Sup. Ct., filed May 4, 2020) (Insurance declaratory judgment action).</p> <p><i>GCDC LLC v. The Hartford Fin. Servs. Grp. Inc.; Sentinel Ins. Co. Ltd.</i>, No. 1:20-cv-1094 (D.D.C., filed Apr. 27, 2020) (Insurance breach of contract action).</p>		
<p>Florida</p>		<p>On April 24, the Florida Office of Insurance Regulation Commissioner reportedly informed a committee of the Governor’s Re-Open Florida Task Force that while all business interruption policies are written differently, most will not provide coverage for losses related to the COVID-19 pandemic.</p>	<p><i>Runway 84 Inc., et al. v. Certain Underwriters at Lloyd’s London</i>, No. 0:20-cv-61161 (S.D. Fla., filed June 12, 2020) (Insurance action alleging Defendant failed to cover business income losses related to COVID-19 pandemic). (NEW)</p> <p><i>NZR LLC v. Arch Specialty Ins. Co.</i>, No. 12477CA01 (Miami-Dade Cnty. Cir. Ct., filed June 11, 2020) (Insurance action alleging Defendant failed to cover business income losses related to COVID-19 pandemic). (NEW)</p> <p><i>F & S Gourmet LLC v. Covington Specialty Ins. Co.</i>, No. 20-12341CA01 (Miami-Dade Cnty. Cir. Ct., filed June 10, 2020) (Insurance action alleging denial of coverage for alleged COVID-19 related losses).</p> <p><i>Brick & Spoon Orlando v. Blackboard Ins. Co.</i>, No. 6:20-cv-992 (M.D. Fla.,</p>		

			<p>filed June 8, 2020) (Insurance action pertaining to COVID-19 related claim).</p> <p><i>PJMRC Ventures Inc. dba Lighthouse Waterfront Rest. V. Westchester Surplus Lines Ins. Co., No. 2020CA003652</i> (Lee Cnty. Cir. Ct., filed June 5, 2020) (Insurance action related to COVID-19 damages).</p> <p><i>Franco’s Cocktail Prods. Inc. V. Mitsui Sumitomo Ins. Co., No. CACE20009192</i> (Broward Cnty. Cir. Ct., filed June 3, 2020) (Insurance action pertaining to alleged wrongful denial of coverage for lost revenue pertaining to coronavirus related state-wide closure orders).</p> <p><i>Centurion Rest. Grp. LLC v. Ill. Union Ins. Co., et al., No. 20-11742CA01</i> (Miami-Dade Cnty. Cir. Ct., filed June 3, 2020) (Insurance action pertaining to coverage for COVID-19 business income losses and extra expenses).</p> <p><i>Sergio’s Rest. Inc. v. Arch Specialty Ins. Co., No. 20-11534CA01</i> (Miami-Dade Cnty. Cir. Ct., filed June 1, 2020) (Insurance coverage action).</p> <p><i>Shorty’s Inc. v. Western World Ins. Co., No. 20-11518CA01</i> (Miami-Dade Cnty. Cir. Ct., filed May 28, 2020) (Insurance coverage action).</p> <p><i>Escape Rooms FL LLC v. Mesa Underwriters Specialty Ins. Co., No. CACE20008674</i> (Broward Cnty. Cir. Ct., filed May 26, 2020) (Insurance</p>		
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			<p>declaratory relief action regarding coverage for COVID-19 related losses).</p> <p><i>PF Water View LLC dba Planet Fitness, et al. v. Atlantic Specialty Ins. Co.</i>, No. 2020-ca-005643 (Palm Beach Cnty. Cir. Ct., filed May 22, 2020) (Insurance breach of contract class action pertaining to alleged failure to pay on claims for business income losses).</p> <p><i>Urogynecology Specialist of Floria LLC v. Sentinel Ins. Co. Ltd.</i>, No. 2020CA005434 (Orange Cnty. Cir. Ct., filed May 22, 2020) (Insurance COVID-19 related claim).</p> <p><i>Island Hotel Properties Inc. v. Fireman's Fund Ins. Co.</i>, No. 4:20-cv-10056 (S.D. Fla., filed May 25, 2020) (Insurance breach of contract action pertaining to denial of coverage for loss of business income).</p> <p><i>Reinol A. Gonzalez DMD PA, et al. v. The Hartford Fin. Servs. Grp. Inc., et al.</i>, No. 1:20-cv-22151 (S.D. Fla., filed May 22, 2020) (Insurance breach of contract class action).</p> <p><i>Alan Serure MD PA, et al. v. Certain Underwriters at Lloyd's, London</i>, No. 20-10950CA01 (Miami-Dade Cnty. Cir. Ct., filed May 21, 2020) (Insurance breach of contract action).</p> <p><i>Havest Moon Distributors LLC v. Southern Owners Ins. Co.</i>, No. 2020CA005292 (Orange Cnty. Cir. Ct., filed May 19, 2020).</p>		
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			<p>12, 2020) (Insurance declaratory judgment action).</p> <p><i>Nicole M. Barger DDS PA v. Bankers Ins. Co.</i>, No. CACE20007631 (Broward Cnty. Cir. Ct., filed May 6, 2020) (Insurance breach of contract action).</p> <p><i>Johnston Jewelers Inc. v. Jewelers Mut. Ins. Co.</i>, No. 20002221CI (Pinellas Cnty. Cir. Ct., filed May 6, 2020) (Insurance declaratory judgment action).</p> <p><i>Family Dentistry of Ojeechobee Inc.; Sloan Riley Holdings LLC v. West Am. Ins. Co.</i>, No. 2:20-cv-14136 (S.D. Fla., filed May 6, 2020) (Insurance breach of contract).</p> <p><i>Royal Palm Optical v. State Farm Mut. Auto. Ins. Co.; State Farm Fla. Ins. Co.</i>, No. 9:20-cv-80749 (S.D. Fla., filed May 5, 2020) (Insurance class action).</p> <p><i>Victory Mrktg. Consulting Inc.; Victory Solutions Inc. v. Hartford Cas. Ins. Co.</i>, No. 2020CA000755 (Marion Cnty. Cir. Ct., filed May 5, 2020) (Insurance action for damages).</p> <p><i>Tack Shack of Ocala Inc v. The Hanover Ins. Co.</i>, No. 5:20-cv-201 (M.D. Fla., filed May 5, 2020) (Insurance declaratory judgment action).</p> <p><i>Mauricio Martinez DMD PA dba Gulfv. Allied Ins. Co. of Am.</i>, No. 2020CA002816 (Lee Cnty. Cir. Ct., filed May 1, 2020) (Insurance action).</p>		
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			<p><i>El Novillo Restaurant v. Certain Underwriters at Lloyd’s London</i>, No. 1:20-cv-21525 (S.D. Fla., filed Apr. 9, 2020) (Insurance breach of contract class action).</p> <p><i>Prime Time Sports v. Certain Underwriters at Lloyd’s London</i>, No. 8:20-cv-771 (M.D. Fla., filed Apr. 2, 2020) (Insurance breach of contract claim).</p> <p><i>Café La Trova LLC v. Aspen Specialty Ins. Co.</i>, No. 20-7512CA01 (Miami-Dade Cnty. Cir. Ct., filed Mar. 31, 2020) (Insurance breach of contract claim).</p>		
<p>Georgia</p>		<p>On March 17, 2020, Georgia’s Office of Insurance and Safety Fire Commissioner issued a bulletin on business interruption insurance describing the purpose of business interruption insurance and civil authority coverage.</p>	<p><i>Gilreath Family & Cosmetic Dentistry Inc., et al. v. The Cincinnati Ins. Co.</i>, No. 1:20-tc-1609 (N.D. Ga., filed May 26, 2020) (Insurance breach of contract class action pertaining to alleged denial of coverage for business income losses).</p> <p><i>Karmel Davis & Assoc., et al. v. The Hartford Fin. Servs. Grp. Ins., et al.</i>, No. 1:20-tc-1556 (N.D. Ga., filed May 21, 2020) (Insurance breach of contract class action).</p> <p><i>K D Unlimited, Inc. v. Owners Ins. Co.</i>, No. 1:20-cv-2163 (N.D. Ga., filed May 20, 2020) (Insurance declaratory judgment action).</p> <p><i>Roy H. Johnson, DDS et al. v. Hartford Fire Ins. Co., et al.</i>, No. 1:20-cv-2000 (N.D. Ga., filed May 8, 2020)(Insurance breach of contract class action).</p>		

			<p><i>Progressive Lighting Inc. v. The Hanover Ins. Co.</i>, No. 20-A-03311 (Gwinnett Cnty. Sup. Ct., filed May 5, 2020) (Insurance declaratory judgment action).</p> <p><i>The K's Inc v. Westchester Surplus Lines Ins. Co.</i>, No. 1:20-cv-1724 (N.D. Ga., filed Apr. 22, 2020) (Insurance breach of contract class action).</p> <p><i>The K's Inc. v. Westchester Surplus Lines Ins. Co.</i>, No. 1:20-tc-1193 (N.D. Ga., filed Apr. 22, 2020) (Insurance declaratory judgment class action).</p>		
Hawaii		<p>The Hawaii Department of Commerce and Consumer Affairs has posted FAQs explaining that business interruption and business income coverage generally protects against losses sustained “due to direct physical loss or damage” and “it is questionable whether . . . business interruption or business income polic[ies] specifically protect[] against virus and bacteria losses.”</p>			
Idaho		<p>On April 23, the Idaho Department of Insurance issued Bulletin No. 20-08 in which it notes that “all business interruption policies are not identical, and the coverage provided by a given policy depends on the specific wording of the contract.” However, the Department notes that “policies typically pay” when four criteria are met, including that “[t]he policyholder</p>			

		<p>has sustained physical damage to insured property.”</p>			
<p>Illinois</p>		<p>On June 8, 2020, the Illinois Department of Insurance issued Company Bulletin 2020-15 requesting that “all insurers licensed or authorized to transact insurance business in [Illinois] . . . err on the side of the policyholder when paying claims as a result of riots, civil commotion, or vandalism” and “base payouts on business activity levels that eliminate the impact of COVID-19.” The Department further encourages insurers to “err on the side of the policyholder when considering the use of exclusions that may or may not be applicable.”</p> <p>The Illinois Department of Insurance has published FAQ’s discussing the availability for business interruption coverage for COVID-19 related claims. Insureds are advised that “[m]ost business interruption insurance coverage contains a virus and bacteria exclusion that specifically excludes losses that result from any virus.” Insureds are further advised to refer to their policies for specific coverage questions.</p>	<p><i>Firenze Ventures LLC, et al. v. Twin City Fire Ins. Co. dba The Hartford</i>, No. 2020-CH-4601 (Cook Cnty. Cir. Ct., filed June 17, 2020) (Insurance class action alleging wrongful denial of coverage for losses relating to COVID-19 shutdown). (NEW)</p> <p><i>Jaewook Lee dba Evanston Grill, et al. v. State Farm Fire & Cas. Co.</i>, No. 2020-CH-4589 (Cook Cnty. Cir. Ct., filed June 17, 2020) (Insurance class action alleging wrongful denial of coverage for losses relating to COVID-19 shutdown). (NEW)</p> <p><i>America’s Kids LLC, et al. v. Zurich Am. Ins. Co.</i>, No. 1:20-cv-3520 (N.D. Ill., filed June 16, 2020) (Insurance class action alleging wrongful denial of coverage for losses relating to the COVID-19 pandemic). (NEW)</p> <p><i>DMD Erik Taube dba Taube Family Dental v. Hartford Fin. Servs. Grp. Inc., et al.</i>, No. 3:20-cv-565 (S.D. Ill., filed June 15, 2020) (Insurance class action alleging Defendant denied coverage for business income losses relating to the COVID-19 pandemic). (NEW)</p> <p><i>Crescent Plaza Hotel Owner L.P., et al v. Zurich Am. Ins. Co.</i>, No. 1:20-cv-3463 (N.D. Ill., filed June 12, 2020) (Insurance contract class action</p>	<p>On March 13, 2020 the Illinois Governor issue a Proclamation declaring a continuing disaster within the State of Illinois and noting that “the circumstances surrounding COVID-19 have resulted in the occurrence and threat of widespread and severe damage, injury, and loss of life and property under Section 4 of the Illinois Emergency Management Agency Act.” It is unclear whether this language is also intended to trigger business interruption and civil authority coverage for insureds in Illinois.</p>	

			<p>alleging wrongful denial of coverage for losses related to COVID-19). (NEW)</p> <p><i>726 West Grand LLC, et al. v. Society Ins.</i>, No. 1:20-cv-3432 (N.D. Ill., filed June 11, 2020) (Insurance class action alleging wrongful denial of coverage for alleged COVID-19 related losses).</p> <p><i>RJH Management Corp. dba Golden Corral, et al. v. Certain Underwriters at Lloyds</i>, No. 3:20-cv-3143 (C.D. Ill., Filed June 11, 2020) (Insurance class action alleging wrongful denial of coverage for alleged losses pertaining to COVID-19).</p> <p><i>Snouts Inc dba Osteria Lange v. Society Ins.</i>, No. 2020-CH-4517 (Cook Cnty. Cir. Ct., filed June 10, 2020) (Insurance action alleging wrongful denial of coverage for alleged losses relating to COVID-19 governmental shutdown orders).</p> <p><i>J&L Pack Inc., et al. v. Nova Cas. Co.</i>, No. 1:20-cv-3389 (N.D. Ill., filed June 9, 2020) (Insurance action alleging wrongful denial of coverage for COVID-19 related losses).</p> <p><i>ByBerry Services & Solutions LLC, et al. v. Mt. Hawley Ins. Co.</i>, No. 1:20-cv-3379 (N.D. Ill., filed June 8, 2020) (Insurance breach of contract class action pertaining to alleged denial of coverage for COVID-19 related losses).</p> <p><i>Deerfield Italian Kitchen v. Society Ins. Inc.</i>, No. 20-CH-430 (Lake Cnty. Cir. Ct.,</p>		
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			<p>filed June 3, 2020) (Insurance action alleging denial of coverage for alleged COVID-19 related losses).</p> <p><i>Cardelli Enterprise, et al. v. Society Ins.</i>, No. 1:20-cv-3263 (N.D. Ill., filed June 2, 2020) (Insurance contract class action).</p> <p><i>Jerry's Sandwiches AV LLC, et al. v. Erie Ins. Co.</i>, No. 1:20-cv-3249 (N.D. Ill., filed June 2, 2020) (Insurance breach of contract action).</p> <p><i>Ciao Baby On Main LLC v. Society Ins. Inc.</i>, No. 1:20-cv-3251 (N.D. Ill., filed June 2, 2020) (Insurance breach of contract action).</p> <p><i>Chief of Staff LLC, et al. v. Hiscox Ins. Co. Inc.</i>, No. 1:20-cv-3169 (N.D. Ill., filed May 29, 2020) (Insurance class action seeking declaration that plaintiffs are entitled to coverage for COVID-19 related losses).</p> <p><i>Purple Pig Cheese Bar & Pork Store LLC dba The Purple Pig v. Society Inc.</i>, No. 1:20-cv-3164 (N.D. Ill., filed May 28, 2020) (Insurance declaratory judgment action pertaining to alleged business income losses).</p> <p><i>The Barn Investment LLC dba The Barn, et al. v. Society Ins.</i>, No. 1:20-cv-3142 (N.D. Ill., filed May 28, 2020) (Insurance declaratory judgment class action pertaining to business income losses).</p>		
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			<p>2020) (Insurance breach of contract action).</p> <p><i>Derrick Scott William PLLC et al. v. The Cincinnati Insurance Company</i>, No. 1:20-cv-2806 (N.D. Ill., filed May 8, 2020) (Insurance breach of contract class action).</p> <p><i>Upmerch v. Continental Cas. Co.</i>, No. 2020-CH-4093 (Cook Cnty. Cir. Ct., filed May 6, 2020) (Insurance breach of contract class action).</p> <p><i>Motherway & Napleton LLP v. Sentinel Ins. Co. Ltd.</i>, No. 2020-L-4977 (Cook Cnty. Cir. Ct., filed May 6, 2020) (Insurance breach of contract action).</p> <p><i>Image Dental LLC, et al. v. Citizens Ins. Co. of Am.</i>, No. 1:20-cv-2759 (N.D. Ill., filed May 6, 2020) (Insurance breach of contract class action).</p> <p><i>3 Squares dba Squares Diner et al. v. The Cincinnati Ins. Co.</i>, No. 1:20-cv-2690 (N.D. Ill., filed May 4, 2020) (Insurance breach of contract class action).</p> <p><i>JDL Inc. dba Vegas Image et al. v. Valley Forge Ins. Co.</i>, No. 1:20-cv-2681 (N.D. Ill, filed May 4, 2020) (Insurance breach of contract class action).</p> <p><i>Kedzie Boulevard Café Inc. et al. v. Society Ins. Inc.</i>, No. 1:20-cv-2692 (N.D. Ill., filed May 4, 2020) (Insurance breach of contract action).</p>		
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			<p><i>Matthew Nixon et al. v. Generali U.S. Branch</i>, No. 1:20-cv-2670 (N.D. Ill., filed May 2, 2020) (Travel insurance breach of contract class action).</p> <p><i>Roscoe Same LLC et al. v. Society Ins.</i>, No. 1:20-cv-2641 (N.D. Ill., filed Apr. 30, 2020) (Insurance breach of contract class action).</p> <p><i>351 Kingsbury Corner LLC dba The Hampton Social and the Bassment v. Society Ins.</i>, No. 1:20-cv-2589 (N.D. Ill., filed Apr. 29, 2020) (Insurance breach of contract action).</p> <p><i>JDS 1455 Inc. et al. v. Society Ins.</i>, No. 1:20-cv-2546 (N.D. Ill., filed Apr. 24, 2020) (Insurance breach of contract class action).</p> <p><i>Dunlays Management Services LLC dba 4 Star Restaurant Grp., et al. v. Society Ins.</i>, No. 1:20-cv-2524 (N.D. Ill., filed Apr. 24, 2020) (Insurance breach of contract action).</p> <p><i>Biscuit Café Inc. dba Buttermilk Geneva, et al. v. Society Ins.</i>, No. 1:20-cv-2514 (N.D. Ill., filed Apr. 23, 2020) (Insurance breach of contract class action).</p> <p><i>PGB Restaurant Inc. v. Erie Ins. Co.</i>, No. 1:20-cv-2403 (N.D. Ill., filed Apr. 19, 2020) (Insurance breach of contract class action).</p> <p><i>Sandy Point Dental PC v. The Cincinnati Ins. Co.; The Cincinnati Cas. Co.; The</i></p>		
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			<p><i>Cincinnati Indem. Co.; The Cincinnati Ins. Co.</i>, No. 1:20-cv-2160 (N.D. Ill., filed Apr. 6, 2020) (Insurance breach of contract action).</p> <p><i>Billy Goat Tavern I Inc., et al. v. Society Ins.</i>, No. 1:20-cv-2068 (N.D. Ill., filed Mar. 31, 2020) (Insurance breach of contract class action).</p> <p><i>Big Onion Tavern Grp., LLC, et al. v. Society Ins. Inc.</i>, No. 1:20-cv-2005 (N.D. Ill., Mar. 27, 2020) (Insurance breach of contract action).</p>		
<p>Indiana</p>		<p>The Indiana Department of Insurance has published guidance for insureds explaining that “[b]usiness interruption insurance coverage may vary depending on the type of policy you have” and that “[e]vents that are not listed on, or not described in, the policy are typically not covered.</p>	<p><i>DRA Inc. dba Pure Eatery, et al. v. ONI Risk Partners Inc., et al.</i>, No. 49D01-2005-PL-016863 (Marion Cnty., filed May 21, 2020) (Insurance breach of contract action).</p> <p><i>TJ’s 5th Down Inc. v. Society Ins.</i>, No. 02D02-2005-CT-000246 (Allen Cnty, filed May 5, 2020) (Insurance breach of contract class action).</p> <p><i>Appletree Hospitality LLC, et al. v. EMC Risk Servs. LLC</i>, No. 49D06-2005-CT-015059 (Marion Cnty., filed May 1, 2020) (Insurance breach of contract action).</p> <p><i>Café Patachou at Clay Terrace LLC, et al. v. Citizens Ins. Co. of Am.</i>, No. 49D01-2004-PL-014126 (Marion Cnty, filed Apr. 17, 2020) (Insurance declaratory judgment action).</p> <p><i>DRA Inc. dba Pure Eatery, et al. v. Society Insurance</i>, No. 49D01-2004-PL-</p>		

			<p>013727 (Marion Cnty., filed Apr. 13, 2020) (Insurance breach of contract action).</p> <p>Crossville Fabric Chile S.A., et al. v. Zurich Am. Ins. Co., No. 49D01-2004-PL-013613 (Marion Cnty., filed Apr. 10, 2020) (Insurance declaratory judgment action).</p> <p><i>Indiana Repertory Theater Inc. v. The Cincinnati Cas. Co.</i>, No. 49D01-2004-PL-013137 (Marion Cnty., filed Apr. 3, 2020) (Insurance declaratory judgment action).</p>		
Iowa			<p><i>Jesse’s Embers LLC v. Western Ag. Ins. Co.</i>, No. 05771 LACL148100 (Polk Cnty. Dist. Ct., filed June 18, 2020) (Insurance action alleging failure to pay insurance claim for business income losses relating to COVID-19 pandemic). (NEW)</p> <p><i>Oral Surgeons PC v. The Cincinnati Ins. Co.</i>, No. LACL148059 (Linn Cnty. Dist. Ct., filed June 11, 2020) (Insurance action alleging Defendant intends not to pay claims for business income losses related to COVID-19). (NEW)</p> <p><i>Whiskey River on Vintage Ins., et al. v. Ill. Cas. Co.</i>, No. 05771 LACL147886 (Polk Cnty. Dist. Ct., filed May 12, 2020) (Insurance breach of contract action).</p> <p><i>RSV Enterprises Inc. dba Drake Diner et al. v. Society Ins.</i>, No. 05771 CVCV060150 (Polk Cnty. Dist. Ct., filed</p>		

			<p>May 1, 2020) (Insurance breach of contract class action).</p> <p><i>Gergleman Management Inc. et al. v. Donegal Ins. Grp.; Le Mars Ins. Co.; Atlantic States Ins. Co.</i>, No. 05771 LACL147789 (Polk Cnty. Dist. Ct., filed Apr. 24, 2020) (Insurance breach of contract action).</p> <p><i>Palmer Holdings and Investments Inc v. Integrity Ins. Co., et al.</i>, No. 05771 LACL 147787 (Polk Cnty. Dist. Ct., filed Apr. 24, 2020) (Insurance breach of contract action).</p>		
Kansas		<p>On March 30, 2020, Kansas Insurance Department Issues Directives (Health Insurance, Business Interruption Insurance and Licensing) in Connection with COVID-19 and describes business interruption insurance policies.</p> <p>On April 29, the Kansas Insurance Department issued an updated COVID-19 FAQ explaining that “it is the Department’s understanding that it is unlikely that a business policy would cover losses related to COVID-19, as most business policies have communicable disease exclusions.”</p>	<p><i>RPR Enterprises Inc., et al. v. Continental Western Grp. LLC, et al.</i>, No. 2:20-cv-2256 (D.Kan., filed May 22, 2020) (Insurance breach of contract class action).</p> <p><i>Alliance Radiology PA v. CAN Fin. Corp.; Continental Cas. Co.</i>, No. 2:20-cv-2218 (D. Kan., filed Apr. 29, 2020) (Insurance breach of contract class action).</p> <p><i>Promotional Headwear Int’l, et al., v. The Cincinnati Ins. Co., Inc.</i>, No. 2:20-cv-2211 (D.Kan., filed Apr. 24, 2020) (Insurance breach of contract action).</p>		
Kentucky			<p><i>Crestwood Child Care & Learning Center v. W. Bend Mut. Ins. Co., et al.</i>, No. 20ci00283 (Oldham Cnty. Cir. Ct., filed June 12, 2020) (Insurance contract and negligence action alleging defendant refused to cover</p>		

			<p>financial losses relating to COVID-19 pandemic). (NEW)</p> <p><i>Carla Bradford v. State Farm Fire & Cas. Co.</i>, No. 20ci00389 (McCracken Cnty. Cir. Ct., filed June 10, 2020) (Insurance contract and negligence action pertaining to alleged COVID-19 related losses).</p> <p><i>Schroeder Publishing Co. Inc. v. Great Northern Ins. Co., et al.</i>, No. 20ci00386 (McCracken Cnty. Cir. Ct., filed June 9, 2020) (Insurance contract and negligence action pertaining to alleged denial of coverage for COVID-19 related losses).</p> <p><i>Varanese Fusion LLC v. Erie Ins. Exch., et al.</i>, No. 20ci03299 (Jefferson Cnty. Cir. Ct., filed June 5, 2020) (Insurance breach of contract and negligence action pertaining to alleged denial of coverage for losses relating to COVID-19).</p> <p><i>Plastic Surgeons of Lexington Pllc v. Liberty Mut. Ins., et al.</i>, No. 20ci01627 (Fayette Cnty. Cir. Ct., filed June 1, 2020) (Insurance breach of contract action).</p> <p><i>Lexington Pain & Wellness Center PSC v. Erie Ins. Exch., et al.</i>, No. 20ci1494 (Fayette Cnty. Cir. Ct., filed May 18, 2020) (Insurance breach of contract action).</p> <p><i>Yiddle Mister Bill dba Cynthia's Ristorante v. The Cincinnati Ins. Co., et</i></p>		
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			<p><i>al.</i>, No. 20ci00335 (McCracken Cnty. Cir. Ct., filed May 8, 2020) (Insurance negligence and breach of contract action).</p> <p><i>ABC Daycare & Learning Centr v. West Bend Mut. Ins. Co.</i>, No. 20ci00220 (Madison Cnty. Cir. Ct., filed May 8, 2020) (Insurance breach of contract action).</p> <p><i>Goodwood Brewing LLC v. United Fire Grp., et al.</i>, 3:20-cv-306 (W.D. Ky., filed Apr. 28, 2020) (Insurance breach of contract action).</p>		
<p>Louisiana</p>	<p>On May 15, the Louisiana Senate proposed an Amended Senate Bill 477. The original bill would have retroactively required insurers to provide business interruption coverage for COVID-19 related business income losses, regardless of policy language. The May 15 amended bill nixes the controversial retroactive requirements and instead requires that all policies issued after August 1, 2020 “include a notice of all exclusions on a form prescribed by the commissioner of insurance” which shall “be conclusively presumed to become a part of the policy of contract when issued and delivered.”</p> <p>Both the Louisiana House and Senate have proposed bills purporting to mandate that insurers provide coverage for business interruption</p>	<p>Louisiana Department of Insurance Issues Guidance to Consumers on Health, Travel and Business Disruption Insurance on whether businesses can claim business interruption insurance.</p> <p>The Louisiana Department of Insurance has explained that, based upon its review of the policy forms of seven admitted insurers “[p]erils or causes of loss that are neither listed on, nor described in, the policy are typically not covered” by business interruption policies.</p>	<p><i>SIKA Invests. LLC v. RSI Corp., et al.</i>, No. 807143 (Jefferson Parish Dist. Ct., filed June 8, 2020) (Insurance action alleging denial of coverage for COVID-19 related losses).</p> <p><i>Signet Jewelers Ltd., et al. v. Steadfast Ins. Co.</i>, No. 20-03750 (Orleans Parish Dist. Ct., filed May 14, 2020) (Insurance breach of contract action).</p> <p><i>Q Clothier New Orleans LLC, et al v. Twin City. Fire Ins. Co., et al.</i>, No. 2:20-cv-1470 (E.D. La., filed May 18, 2020) (Insurance breach of contract action).</p> <p><i>St. Charles Surgical Hosp. LLC v. HUB Int’l Ltd.; CRC Grp. Inc.; Jordan O. Parnell</i>, No. 20-03467 (Orleans Parish Dist. Ct., filed May 4, 2020) (Insurance breach of contract and declaratory judgment action).</p>	<p>New Orleans issued a civil authority shutdown order that explicitly provides that COVID-19 may spread from “surface to person . . . causing property loss and damage in certain circumstances.” These provisions appear calculated to provide future litigants with a plausible hook to argue for business interruption coverage where such coverage is contingent on the existence of “physical damage.”</p>	

	<p>claims related to the COVID-19 pandemic.</p> <p>HB858 states that “[n]otwithstanding any other provisions of law to the contrary, every policy of insurance insuring against loss or damage to property . . . in force in this state on the effect date of this Act, shall be construed to include among the covered perils under such a policy, coverage for business interruption due to global virus transmission or pandemic.” The bill would apply to policies issued to insureds with less than one hundred full-time employees and would be applied retroactively to March 11, 2020.</p> <p>SB 477 is nearly identical, except that it applies to all policies issued in the State, not just those issued to businesses with fewer than 100 employees.</p>		<p><i>New Orleans Hamburger Seafood Co. v. Starr Surplus Lines Ins. Co.</i>, No. 2:20-cv-1370 (E.D. La., filed May 4, 2020) (Insurance breach of contract class action).</p> <p><i>Scorpio Rising Inc. dba Bourbon Pub Parade v. Nautilus Ins. Co.</i>, No. 2:20-cv-1372 (E.D. La., filed May 4, 2020) (Insurance declaratory judgment action).</p> <p><i>Station 6 LLC v. Certain Underwriters at Lloyd’s London</i>, No. 2:20-cv-1371 (E.D. La., filed May 4, 2020) (Insurance declaratory judgment action).</p> <p><i>Nola Grp. Hotel LLC v. Starr Surplus Lines Ins. Co.</i>, No. 2:20-cv-1373 (E.D. La., filed May 4, 2020) (Insurance declaratory judgment action).</p> <p><i>Odyssey Imports Inc. v. Charter Oak Fire Ins. Co.</i>, No. 1:20-cv-542 (W.D. La., filed Apr. 30, 2020) (Insurance breach of contract action).</p> <p><i>Cajun Conti LLC et al. v. Certain Underwriters at Lloyds of London et al.</i>, No. 20-02558 (Orleans Parish Dist. Ct., filed Mar. 16, 2020) (first known business interruption insurance declaratory judgment action).</p>		
<p>Maine</p>		<p>On April 7, 2020 the Maine Superintendent of Insurance issued</p>			

		<p>Bulletin 443 directed to the attention of property casualty insurers, amongst others. In the Bulletin, the Superintendent noted that it had come to his “attention that some insurers have notified their policyholders that their policies will not cover COVID-19 risks” and that while “[t]his would be acceptable if the policy at issue clearly and unambiguously excludes these risks . . . no admitted or surplus lines insurer may use COVID-19 as a reason to attempt to narrow or cancel the coverage of a policy already in effect.” The Superintendent will consider any such action by insurers to be a violation of Maine’s Trade Practices and Frauds law.</p>			
<p>Maryland</p>		<p>On March 18, 2020, Maryland Insurance Administration Issues Advisory on Business Interruption Insurance and how it is typically applied.</p>	<p><i>GPL Enterprise LLC dba The AnchorBar v. Lloyds of London et al.</i>, No. C10CV20000284 (Frederick Cnty. Cir. Ct., filed Apr. 24, 2020) (Insurance breach of contract action).</p>		
<p>Massachusetts</p>	<p>On March 24, 2020, Senator Eldridge and Senator Elugardo proposed S.D. 2888, an “act concerning business interruption insurance.” The Bill prohibits insurers in Massachusetts from denying a claim for business interruption coverage on grounds that COVID-19 is a virus or because there was no physical damage to property, even if the policy includes an explicit virus or pandemic exclusion. The legislation applies to policies sold to businesses in the commonwealth with 150 or fewer</p>		<p><i>Accents in Sterling Inc. v. Liberty Mut. Ins. Grp., et al.</i>, No. 1:20-cv-11005 (D. Mass., filed May 26, 2020) (Insurance declaratory judgment action pertaining to alleged business income losses).</p> <p><i>Rinnigade Art Works, et al. v. The Hartford Fin. Servs. Grp. Inc., et al.</i>, No. 1:20-cv-10867 (D. Mass., filed May 7, 2020) (Insurance breach of contract class action).</p> <p><i>BN Farm LLC, et al. v. The Cincinnati Cas. Co.</i>, No. 1:20-cv-10874 (D. Mass.,</p>		

	<p>full-time employees, as long as the policies were in place by March 10th.</p>		<p>filed May 7, 2020) (Insurance breach of contract action).</p> <p><i>Legal Sea Foods LLC v. Strathmore Ins. Co.</i>, No. 1:20-cv-10850 (D. Mass., filed May 4, 2020) (Insurance breach of contract action).</p>		
<p>Michigan</p>	<p>On April 24, the Michigan House Insurance Committee introduced Bill 5739, which if passed would mandate that any “insurer that delivers, issues for delivery, or renews in this state a business interruption policy shall include in the business interruption insurance policy coverage for business interruption due to the novel coronavirus (COVID-19). The bill further provides that coverage under the section “must indemnify the insured . . . for any loss of business or business interruption for the duration of the declaration of state of emergency under Executive Order No. 2020-04.” The bill would apply to any policy effective on the date the bill were to be passed, provided that the insured has less than 100 full-time employees.</p>		<p><i>Richard Kirsch DDS, et al. v. Aspen Am. Ins. Co.</i>, No. 20-007332-CB (Wayne Cnty. Cir. Ct., filed June 10, 2020) (Insurance class action alleging wrongful denial of coverage for business income losses related to COVID-19 pandemic). (NEW)</p> <p><i>Inspired Concepts LLC, et al. v. Certain Underwriters of Lloyds of London</i>, No. 1:20-cv-11516 (E.D. Mich., filed June 10, 2020) (Insurance action seeking declaratory relief pertaining to alleged COVID-19 related losses).</p> <p><i>Salon XL Color & Design Grp. LLC v. West Bend Mut. Ins. Co.</i>, No. 20-000517-CB (Washtenaw Cnty. Cir. Ct., filed June 5, 2020) (Insurance breach of contract action pertaining to alleged denial of coverage for COVID-19 related losses).</p> <p><i>Captain Skrip’s Office LLC, et al. v. Conifer Holdings Inc.</i>, No. 2:20-cv-11291 (E.D. Mich., filed May 22, 2020) (Insurance breach of contract class action).</p> <p><i>Sea Land Air Travel Inc., et al. v. Auto Owners Ins. Co.</i>, No. 20-005872-CZ (Wayne Cnty. Cir. Ct., filed May 1,</p>		

			<p>2020) (Insurance breach of contract class action).</p> <p><i>Doug Coates v. Foremost Ins. Co.</i>, No. 1:20-cv-383 (W.D. Mich., filed May 4, 2020) (Insurance breach of contract action relating to “loss of rent” coverage.)</p>		
Minnesota		<p>On March 19, 2020, the Minnesota Department of Commerce issued a Consumer Alert describing business interruption insurance, whether it applies to a business, and how a state of emergency affects the coverage.</p> <p>The Department has also published a series of FAQs regarding business interruption insurance and COVID-19.</p>	<p><i>Kenneth Seifert dba The Hair Place v. IMT Ins. Co.</i>, No. 0:20-cv-1102 (D. Minn., filed May 6, 2020) (Insurance breach of contract action).</p> <p><i>Young Blood Coffee Roasters LLC et al. v. State Auto Prop. Cas. Ins. Co.</i>, No. 0:20-cv-1076 (D. Minn., filed May 4, 2020) (Insurance breach of contract class action).</p> <p><i>Lucy’s Burgers LLC v. Society Ins. Co.</i>, No. 0:20-cv-1029 (D. Minn., filed Apr. 27, 2020) (Insurance breach of contract action).</p>		
Mississippi		<p>On April 24, 2020 the Mississippi Insurance Commissioner issued an article entitled “Comm. Mike Chaney: Understanding Business Interruption Insurance. The commissioner explains that “[u]nder the business interruption or business income policy, there is likely no coverage as losses occurring as a result of a virus or bacteria are typically excluded by admitted companies.” Business owners are advised to read their policies and contact their insurer for answers to specific questions.</p>	<p><i>Big Tomato LLC dba Tabella v. State Auto Prop. & Cas. Ins. Co.</i>, No. 2:20-cv-86 (S.D. Miss., filed May 8, 2020) (Insurance breach of contract class action).</p> <p><i>Real Hospitality LLC dba Ed’s Burger Joint v. Travelers Cas. Ins. Co. of Am.</i>, No. 2:20-cv-87 (S.D. Miss., filed May 8, 2020) (Insurance breach of contract class action).</p>		

<p>Missouri</p>		<p>The Missouri Department of Insurance has issued a Consumer Alert explaining business interruption coverage in relation to COVID-19. The Alert explains that while many policies contain exclusions for viruses, such exclusions are not universal.</p> <p>The Missouri Department of Insurance has advised consumers that the most common “trigger” for business interruption coverage “is when an insured property sustains a ‘direct physical loss’ from a disaster such as a tornado” and further notes that [i]f a type of event is not listed in [a] policy, then it is probably not covered.”</p>	<p><i>Monday Restaurants LLC, et al. v. Intrepid Ins. Co., et al.</i>, No. 4:20-cv-767 (E.D. Mo., filed June 12, 2020) (Insurance class action alleging Defendants failed to investigate claims for business income losses related to COVID-19 pandemic). (NEW)</p> <p><i>K.C. Hopps Ltd v. The Cincinnati Ins. Co. Inc.</i>, No. 4:20-cv-437 (W.D. Mo., filed June 4, 2020) (Insurance breach of contract action pertaining to COVID-19 related losses).</p> <p><i>Alissa’s Flowers Inc. v. State Farm Fire & Cas. Co.</i>, No. 2:20-cv-4093 (W.D. Mo., filed May 28, 2020) (Insurance breach of contract, unjust enrichment, declaratory judgment and injunctive relief class action alleging businesses entitled to policy premium relief in connection with COVID-19 related business interruption).</p> <p><i>Club 31 Sports Bar & Lounge LLC, et al. v. Mesa Underwriters Specialty Ins. Co.</i>, No. 4:20-cv-397 (W.D. Mo., filed May 18, 2020) (Insurance breach of contract class action).</p> <p><i>Robert Levy DMD LLC, et al. v. Hartford Cas. Ins. Co.</i>, No. 4:20-cv-643 (E.D. Mo., filed May 14, 2020) (Insurance class action alleging defendant failed to properly investigate claims for COVID-19 related business income losses).</p> <p><i>Seoul Taco Holdings LLC, et al. v. The Cincinnati Ins. Co., et al.</i>, No. 2022-</p>		
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			<p>CC00943 (St. Louis City Cir. Ct., filed May 13, 2020) (Insurance declaratory judgment action).</p> <p><i>Blue Springs Dental Care LLC, et al. v. Owners Ins. Co.</i>, No. 4:20-cv-383 (W.D. Mo., filed May 13, 2020) (Insurance breach of contract class action).</p> <p><i>MMMMM DP LLC dba Suga's Spaghetteria, et al. v. The Cincinnati Ins. Co., et al.</i>, No. 20SL-CC02603 (St. Louis Cnty. Cir. Ct., Insurance declaratory judgment action).</p> <p><i>BBMS LLC dba All A'Bloom et al. v. Continental Cas. Co.</i>, No. 4:20-cv-353 (W.D. Mo., filed May 1, 2020) (Insurance breach of contract class action).</p> <p><i>Ja-Del Inc. v. Zurich Am. Ins. Co.; Lovell Sagebrush Ins. Grp. Inc.; R-T Specialty LLC</i>, No. 2016-CV11209 (Jackson Cnty. Cir. Ct., filed Apr. 28, 2020) (Insurance breach of contract and negligence action).</p> <p><i>Zwillo V. Corp. v. Lexington Insurance</i>, No. 4:20-cv-339 (W.D. Mo., filed Apr. 27, 2020) (Insurance breach of contract class action).</p> <p><i>Studio 417 Inc. et al. v. The Cincinnati Ins. Co.</i>, No. 6:20-cv-3127 (W.D. Mo., filed Apr. 27, 2020) (Insurance breach of contract class action).</p> <p><i>Grand Street Dining LLC et al. v. The Cincinnati Ins. Co.</i>, No. 4:20-cv-330</p>		
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			(W.D. Mo., filed Apr. 23, 2020) (Insurance breach of contract class action).		
Montana					
Nebraska					
Nevada			<p><i>JGB Vegas Retail Lessee, LLC v. Starr Surplus Lines Ins. Co.</i>, No. A-20-816628-B (Clark Cnty. Dist. Ct., filed June 16, 2020) (Insurance action alleging Defendant refuses to provide coverage for losses relating to COVID-19 pandemic). (NEW)</p> <p><i>Hakkasan USA Inc. v. Endurance Am. Specialty Ins. Co., et al.</i>, No. A-20-816145 (Clark Cnty. Dist. Ct., filed June 5, 2020) (Insurance breach of contract and subrogation action pertaining to alleged denial of coverage for COVID-19 related losses). (NEW)</p> <p><i>Treasure Island LLC v. Affiliated FM Ins. Co.</i>, No. 2:20-cv-965 (D. Nev., filed May 28, 2020) (Insurance breach of contract action pertaining to alleged denial of coverage for business income losses).</p> <p><i>Project Lion LLC et al. v. Badger Mut. Ins. Co.</i>, No. 2:20-cv-768 (D. Nev., filed Apr. 28, 2020) (Insurance breach of contract and bad faith class action).</p> <p><i>Egg Works Hldg. Co. LLC, et al. v. Acuity, a Mut. Ins. Co.</i>, No. 2:20-cv-748 (D. Nev., filed Apr. 25, 2020)</p>		

			(Insurance breach of contract class action). <i>Egg and I LLC et al. v. U.S. Specialty Ins. Co.; Professional Indem. Agency Inc.</i> , No. 2:20-cv-747 (D. Nev., filed Apr. 24, 2020) (Insurance breach of contract class action).		
New Hampshire		New Hampshire Insurance Department posted Guidance on Business Disruption Insurance and COVID-19 coverage-how it works, what it covers, and how a state of emergency would impact coverage.			
New Jersey	<p>On March 16, 2020, New Jersey lawmaker, Roy Freiman introduced a bill that would force insurers to pay certain COVID-19 business interruption claims. The Bill was voted out of committee prior to being voted on by the full assembly. It may be modified and reconsidered at a later date.</p> <p>While the Bill passed the house, it was pulled from consideration before going to the New Jersey Senate. Assemblyman Roy Freiman explained that, instead of passing the bill, lawmakers had decided to give insurers the opportunity to provide coverage or incur reputational harm for failing to do so.</p>	On March 20, 2020, the New Jersey Department of Banking & Insurance Encouraged Regulated Entities to Assist Residents and Businesses Affected by Disruptions Due to COVID-19. Specifically, New Jersey asked insurance companies and banking companies to relax due dates for payments.	<p><i>Investigroup LLC v. Hartford Underwriters Ins. Co., et al.</i> No. 2:20-cv-7441 (D.N.J., filed June 18, 2020) (Insurance action alleging wrongful denial of coverage for business income losses relating to COVID-19 pandemic and related shutdowns). (NEW)</p> <p><i>DM Rests. Ventures I LLC v. Hartford Underwriters Ins. Co.</i>, No. ESX-L-3900-20 (Essex Cnty. Sup. Ct. L.D., filed June 9, 2020) (Insurance declaratory judgment action pertaining to coverage for COVID-19 related losses).</p> <p><i>In the Park Savoy Caterers LLC, et al. v. Selective Ins. Grp. Inc., et al.</i>, No. 2:20-cv-6869 (D.N.J., filed June 4, 2020) (Insurance breach of contract class action pertaining to alleged denial of coverage for business interruption claims).</p>		

			<p><i>Caterer’s In The Park LLC v. Liberty Mut. Ins. Co., et al.</i>, No. 2:20-cv-6867 (D.N.J., filed June 4, 2020) (Insurance breach of contract class action pertaining to alleged denial of coverage for business interruption claims).</p> <p><i>United Grp. Imports Inc. v. Hartford Ins. Grp.</i>, No. BER-L-3228-20 (Bergen Cnty. Sup. Ct., filed June 4, 2020) (Insurance contract action pertaining to coverage for COVID-19 related losses).</p> <p><i>Back2health Chiropractic Center LLC, et al. v. The Hartford Fin. Servs. Grp. Inc., et al.</i>, No. 2:20-cv-6717 (D.N.J., filed June 1, 2020) (Insurance breach of contract class action).</p> <p><i>LD Gelato LLC v. Hartford Underwriters Ins. Co.</i>, No. 2:20-cv-6215 (D.N.J., filed May 21, 2020) (Insurance breach of contract action).</p> <p><i>Nicholas Addiego Endodontist DMD LLC v. Hartford Fin. Servs. Grp. Inc., et al.</i>, No. 3:20-cv-5932 (D.N.K., filed May 15, 2020) (Insurance breach of contract action).</p> <p><i>Colby Restaurant Grp. Inc., et al. v. Utica National Ins. Grp., et al.</i>, No. 1:20-cv-5927 (D.N.J., filed May 15, 2020) (Insurance breach of contract class action).</p> <p><i>Addiego Orthodontics LLC v. Hartford Fin. Servs. Grp. Inc.</i>, No. 3:20-cv-5882</p>		
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			<p>(D.N.J., filed May 14, 2020) (Insurance breach of contract action).</p> <p><i>Addiego Family Dental LLC v. Hartford Fin. Servs. Grp. Inc., et al.</i>, No. 3:20-cv-5847 (D.N.J., filed May 13, 2020) (Insurance breach of contract action).</p> <p><i>Ambulatory Care Center PA v. Sentinel Ins. Co. Ltd.</i>, No. 1:20-cv-5837 (D.N.J., filed May 13, 2020) (Insurance breach of contract action).</p> <p><i>M. Ilhan Uzel, DMS, DSC v. The Hanover Ins. Grp. Inc., et al.</i>, No. 3:20-cv-5778 (D.N.J., filed May 11, 2020) (Insurance breach of contract action).</p> <p><i>Federici Dental PA v. The Hanover Ins. Grp. Inc., et al.</i>, No. 3:20-cv-5772 (D.N.J., filed May 11, 2020) (Insurance breach of contract action).</p> <p><i>Chester C. Chianese DDS LLC v. Travelers Ins. Co. of Am.</i>, No. 3:20-cv-5702 (D.N.J., filed May 8, 2020) (Insurance breach of contract action).</p> <p><i>The Eye Care Center of N.J. PA et al v. The Hartford Fin. Servs. Grp. Inc., et al.</i>, No. 2:20-cv-5743 (D.N.J., filed May 8, 2020) (Insurance breach of contract class action).</p> <p><i>J.G. Optical Inc., et al. v. The Travelers Companies Inc., et al.</i>, No. 2:20-cv-5744 (D.N.J., filed May 8, 2020) (Insurance breach of contract class action).</p>		
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			<p><i>Beniak Enterprises Inc. dba Benito Ristorante v. Chubb Ltd.; Indem. Ins. Co. of N. Am.</i>, No. 2:20-cv-5536, (D.N.J., filed May 5, 2020) (Insurance breach of contract class action).</p> <p><i>Osler Health Management Inc. et al. v. Selective Ins. Co. of New England</i>, No. BER-L-2635-20 (Bergen Cnty. Sup. Ct. L. Div., filed May 4, 2020) (Insurance declaratory judgment action).</p> <p><i>Francis J. DeVito Esq. v. Hartford Ins. Co. of the Midwest</i>, No. BER-L-2636-20 (Bergen Cnty. Sup. Ct. L. Div., filed May 4, 2020) (Insurance declaratory judgment action).</p> <p><i>Garden State Ortho. Assoc. PA v. Sentinel Ins. Co. Ltd.; Hartford Ins. Co. of the Midwest</i>, No. BER-L-2590-20 (Bergen Cnty. Sup. Ct. L. Div., filed May 1, 2020) (Insurance declaratory judgment action).</p> <p><i>Dr. Constantine Rossakis MD PC v. Liberty Mut. Ins. Co.</i>, No. BER-L-2570-20 (Bergen Cnty. Sup. Ct. L. Div., filed Apr. 30, 2020) (Insurance declaratory judgment action).</p> <p><i>NS Restaurant LLC v. Cumberland Mut. Fire Ins. Co.</i>, No. 1:20-cv-5289 (D.N.J., filed Apr. 29, 2020) (Insurance breach of contract class action).</p> <p><i>Truhaven Enterprises Inc. dba Fiomo Ristorante et al. v. Chubb Ltd., Indem. Ins. Co. of N. Am.</i>, No. 2:20-cv-4586</p>		
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			(D.N.J., filed Apr. 20, 2020) (Insurance breach of contract class action).		
New Mexico			<p><i>Amini Brothers LLC, et al. v. Sentinel Ins., et al.</i>, No. D-202-CV-202001215 (Santa Fe Dist. Ct., filed June 5, 2020) (Insurance contract action pertaining to alleged failure to pay water damage claims caused by broken sewer line and business loss claims related to COVID-19 shutdown orders.)</p> <p><i>Café Plaza de Mesilla Inc. v. Continental Cas. Co.</i>, No. 2:20-cv-354 (D.N.M., filed Apr. 20, 2020) (Insurance breach of contract action).</p>		
New York	<p>On March 27, 2020 New York proposed a bill requiring that “certain perils be covered under business interruption insurance during the coronavirus disease 2019 pandemic.” The bill would require every policy of insurance against loss or damage to property to cover coronavirus-related business interruption claims so long as the policy was issued to an insured with fewer than 100 employees and was in force on the effective date of the act.</p>	<p>NYDFS mandated all insurers of commercial property to disclose certain information regarding business interruption coverage related to coronavirus.</p> <p>New York also posted an FAQ on business interruption insurance that describes coverage, whether businesses can still purchase coverage, and other resources on understanding coverage.</p>	<p><i>Tappo of Buffalo LLC, et al. v. Erie Ins. Co.</i>, No. 1:20-cv-754 (W.D. N.Y., filed June 18, 2020) (Insurance action alleging wrongful denial of coverage for losses relating to COVID-19). (NEW)</p> <p><i>Soundview Cinemas Inc. v. Great Am. Ins. Grp., et al.</i>, No. 605985/2020 (Nassau Cnty. Sup. Ct., filed June 18, 2020) (Insurance action alleging wrongful denial of coverage for losses relating to COVID-19). (NEW)</p> <p><i>Michael Cetta Inc. dba Sparks Steak House, et al. v. Admiral Indem. Co.</i>, No. 1:20-cv-4612 (S.D.N.Y., filed June 16, 2020) (Insurance class action alleging wrongful denial of insurance coverage for losses relating to the COVID-19 pandemic and government shutdown orders). (NEW)</p>		

			<p><i>WM Bang LLC, et al. v. Travelers Cas. Ins. Co. of Am.</i>, 7:20-cv-4540 (S.D.N.Y., filed June 12, 2020) (Insurance class action alleging Defendant refused to provide coverage on claims relating to COVID-19 pandemic and related shutdown orders). (NEW)</p> <p><i>11012 Holdings Inc. dba Guy Hepner v. Hartford Fire Ins. Co., et al.</i>, No. 1:20-cv-4471 (S.D.N.Y., filed June 11, 2020) (Insurance action alleging denial of coverage for alleged COVID-19 related losses).</p> <p><i>Salvatore's Ital. Gardens. Inc., et al. v. Hartford Fire Ins. Co.</i>, No. 1:20-cv-659 (W.D.N.Y., filed June 2, 2020) (Insurance declaratory judgment action).</p> <p><i>Metropolitan Dental Arts P.C., et al v. The Hartford Fin. Servs. Grp. Inc., et al.</i>, No. 1:20-cv-2443 (E.D.N.Y., filed June 2, 2020) (Insurance breach of contract class action).</p> <p><i>Abrams, Fensterman, Fensterman, Eisman, Formato, Ferrera, Wolf & Carone LLP v. Valley Forge Ins. Co., et al.</i>, No. 508503/2020 (King Cnty. Sup. Ct., filed May 28, 2020) (Insurance breach of contract and bad faith action).</p> <p><i>BR Restaurant Corp. v. Nationwide Mut. Ins.</i>, No. 604487/2020 (Nassau Cnty. Sup. Ct., filed May 25, 2020) (Insurance breach of contract action)</p>		
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			<p>pertaining to alleged denial of coverage for business income losses).</p> <p><i>Hutch & Assoc. Inc. et al. v. Erie Ins. Co. of N.Y., et al.</i>, No. 052120-E3 (Erie Cnty. Sup. Ct., filed May 21, 2020) (Insurance breach of contract and declaratory judgment class action).</p> <p><i>632 Metacom Inc., et al. v. Certain Underwriters at Lloyd’s London</i>, No. 1:20-cv-3905 (S.D.N.Y., filed May 19, 2020) (Insurance breach of contract class action).</p> <p><i>James Servedio v. Travelers Cas. Ins. Co. of Am.</i>, No. 7:20-cv-3907 (S.D.N.Y., filed May 19, 2020) (Insurance breach of contract action).</p> <p><i>Gammon & Assoc. Inc. v. Nat’l Fire Ins. Co. of Hartford, et al.</i>, No. 7:20-cv-3882 (S.D.N.Y., filed May 19, 2020) (Insurance declaratory judgment action).</p> <p><i>Broadway 104 LLC dba Café Du Soleil, et al v. AXA Fin. Inc., et al.</i>, No. 1:20-cv-3813 (S.D.N.Y., filed May 15, 2020) (Insurance breach of contract class action).</p> <p><i>Ital Uomo of N.Y. Inc., et al v. Starr Indem. & Liab. Co., et al.</i>, No. 1:20-cv-2209 (E.D.N.Y., filed May 15, 2020) (Insurance breach of contract class action).</p> <p><i>Brain Freeze Beverage LLC v. The Hartford Fin. Servs. Grp. Inc., et al.</i>, No.</p>		
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			<p>2:20-cv-2157 (E.D.N.Y., filed May 13, 2020) (Insurance breach of contract action).</p> <p><i>Laser Spa of Rochester LLC v. Erie Ins. Co.</i>, No. 6:20-cv-6308 (W.D.N.Y., filed May 12, 2020) (Insurance declaratory judgment action).</p> <p><i>Starjem Restaurant Corp. dba Fresco, et al. v. Liberty Mut. Ins.</i>, No. 1:20-cv-3672 (S.D.N.Y., filed May 12, 2020) (Insurance breach of contract class action).</p> <p><i>Slate Hill Daycare Center Inc. v. Utica Nat'l Ins. Grp.</i>, No. 1:20-cv-3565 (S.D.N.Y., filed May 7, 2020) (Insurance declaratory judgment action).</p> <p><i>Food for Thought Caterers Corp. v. The Hartford Fin Servs. Grp. Inc.; Sentinel Ins. Co. Ltd.</i>, No. 1:20-cv-3418 (S.D.N.Y., filed May 1, 2020) (Insurance breach of contract class action).</p> <p><i>Thor Equities LLC v. Factory Mut. Ins. Co.</i>, No. 1:20-cv-3380 (S.D.N.Y., filed Apr. 30, 2020) (Insurance breach of contract action regarding coverage for real estate losses).</p> <p><i>Buffalo Xerographix Inc. v. Sentinel Ins. Co. Ltd.; The Hartford Ins. Grp.; The Hartford Fin. Servs. Grp. Inc.; Hartford Fire Ins. Co.; et al.</i>, No. 1:20-cv-520 (W.D.N.Y., filed Apr. 29, 2020) (Insurance breach of contract and deceptive acts and practices class action).</p>		
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			<p><i>Camp 1382 LLC dba Campagnola Restaurant v. Lancer Ins. Co.</i>, No. 1:20-cv-3336 (S.D.N.Y., filed Apr. 29, 2020) (Insurance breach of contract class action).</p> <p><i>Sharde Harvey DDC PLLC v. The Hartford Fin. Servs. Grp. Inc.; Sentinel Ins. Co. Ltd.</i>, No. 1:20-cv-3350 (S.D.N.Y., filed Apr. 29, 2020) (Insurance breach of contract action).</p> <p><i>SA Hospitality Grp. LLC et al v. The Hartford Fin. Grp. Inc.; Hartford Fire Ins. Co.</i>, No. 1:20-cv-3258 (S.D.N.Y., filed Apr. 24, 2020) (Insurance breach of contract class action).</p> <p><i>GIO Pizzeria Bar Hospitality LLC et al. v. Certain Underwriters at Lloyds London</i>, No. 1:20-cv-3107 (S.D.N.Y., filed Apr. 17, 2020).</p>		
<p>North Carolina</p>		<p>On April 17, 2020 North Carolina Insurance Commissioner Mike Causey sent a letter to business owners explaining that the “issue with commercial property insurance, specifically business interruption insurance, presents a . . . difficult problem.” He explains that “[s]tandard business interruption policies are not designed to provide coverage for viruses, diseases, or pandemic-related losses because of the magnitude of potential losses.” Finally, the Commissioner notes that paying business interruption claims for COVID-19 related claims “could cripple the insurance industry causing many</p>	<p><i>Cali Fresh LLC v. The Hartford Fin. Servs. Grp. Inc., et al.</i>, No. 1:20-cv-522 (M.D.N.C., filed June 11, 2020) (Insurance action alleging Defendants refused to cover business income losses relating to COVID-19 pandemic). (NEW)</p>		

		companies to fail, which would put the protection of homes, automobiles, and businesses at risk.” Therefore, the North Carolina Department of Insurance has advised that it cannot “legally force insurers to cover a risk which they didn’t intend to cover” but that they are “looking for ways to protect businesses in the future.”			
North Dakota		The North Dakota Department of Insurance has issued guidance on COVID-19 and business interruption coverage and explains that it is unlikely that insureds will find coverage through their business disruption policies.			
Ohio	On March 24, 2020, Ohio Legislature introduces HB 589 which requires certain insurance carriers to provide business interruption coverage for pandemic losses. The legislation applies to companies with 100 or fewer full-time employees, provided the policies were issued by March 9.		<p><i>SNM LLC dba Sogo Chicken & Whiskey v. The Cincinnati Ins. Co.</i>, No. CV-20-933490 (Cuyahoga Cnty. Ct. of C.P., filed June 17, 2020) (Insurance action seeking declaration of coverage for business income losses and extra expenses relating to COVID-19 pandemic and governmental shutdown orders). (NEW)</p> <p><i>Kanan Enterprises Inc. v. The Cincinnati Ins. Co.</i>, No. CV-20-933493 (Cuyahoga Cnty. Ct. of C.P., filed June 17, 2020) (Insurance action seeking declaration of coverage for business income losses and extra expenses relating to COVID-19 pandemic and governmental shutdown orders). (NEW)</p> <p><i>Block 64 Hospitality dba Luxe v. The Cincinnati Cas. Co.</i>, No. CV-20-933495 (Cuyahoga Cnty. Ct. of C.P., filed June 17, 2020) (Insurance action seeking</p>		

			<p>declaration of coverage for business income losses and extra expenses relating to COVID-19 pandemic and governmental shutdown orders). (NEW)</p> <p><i>POGO LLC dba Triv's v. The Cincinnati Ins. Co.</i>, No. CV-20-933472 (Cuyahoga Cnty. Ct. of C.P., filed June 17, 2020) (Insurance action seeking declaration that plaintiff is entitled to coverage of business income losses relating to COVID-19 pandemic and related government shutdown orders). (NEW)</p> <p><i>Orbit Fun Center II Inc. v. The Cincinnati Ins. Co.</i>, No. 20CV02370 (Montgomery Cnty. Ct. of C.P., filed June 16, 2020) (Insurance action seeking declaration that losses relating to COVID-19 shutdown orders are covered under insurance policy). (NEW)</p> <p><i>780 Short North LLC dba Pint House, et al. v. The Cincinnati Ins. Co.</i>, No. 20CV003836 (Franklin Cnty. Ct. of C.P., filed June 15, 2020) (Insurance contract action seeking declaration that alleged losses relating to COVID-19 shutdowns are covered under insurance policy). (NEW)</p> <p><i>Chapparells Inc., et al v. The Cincinnati Ins. Co., et al.</i>, No. CV-2020-06-1704 (Summit Cnty. Ct. of C.P., filed June 11, 2020) (Insurance action alleging Defendant failed to cover business income losses relating to COVID-19 pandemic). (NEW)</p>		
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			<p><i>Neuro-Communication Servs. Inc., et al. v. The Cincinnati Ins. Co, et al.</i>, No. 4:20-cv-1275 (N.D. Ohio, filed June 10, 2020) (Insurance contract class action alleging wrongful denial of coverage for alleged COVID-19 related losses).</p> <p><i>Ekramullah Dharamsi, et al. v. Nationwide Mut. Ins. Co.</i>, No. 2:20-cv-2980 (S.D. Ohio, filed June 10, 2020) (Insurance declaratory judgment action pertaining to COVID-19 governmental closure orders).</p> <p><i>The Nail Nook Inc. v. Hiscox Ins. Co. Inc.</i>, No. CV-20-933244 (Cuyahoga Cnty. Ct. of C.P., filed June 9, 2020) (Insurance contract action pertaining to denial of coverage for alleged COVID-19 related losses).</p> <p><i>Eye Specialists of Del. V. Harleysville Worchester Ins. Co., et al.</i>, No. CV-20-933072 (Cuyahoga Cnty. Ct. of C.P., filed June 4, 2020) (Insurance breach of contract and bad faith action).</p> <p><i>Israel Zambrano v. Erie Ins. Grp., et al.</i>, No. 2020-cv-00898 (Mahoning Cnty. Ct. of C.P., filed May 21, 2020) (Insurance claim seeking coverage for business income losses).</p> <p><i>Ethan & Austin Ltd., et al. v. Ill. Cas. Co., et al.</i>, No. CV-2020-05-1552 (Summit Cnty. Ct. of C.P., filed May 21, 2020) (Insurance breach of contract, bad faith, and negligence action).</p>		
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			<p><i>Lakeside Pub LLC v. Ill. Cas. Co., et al.</i>, No. CV-2020-05-1551 (Summit Cnty. Ct. of C.P., filed May 21, 2020) (Insurance breach of contract, bad faith, and negligence action).</p> <p><i>357 W, Turkeyfoot Lake LLC v. Ill. Cas. Co.</i>, No. CV-2020-05-1549 (Summit Cnty. Ct. of C.P., filed May 21, 2020) (Insurance breach of contract, bad faith, and negligence action).</p> <p><i>Gervasi 1700 LLC v. Nat'l Trust Ins. Co., et al.</i>, No. 2020CV00818 (Stark Cnty. Ct. of C.P., filed May 21, 2020) (Insurance breach of contract, bad faith, and negligence action).</p> <p><i>Sylvester & Sylvester Inc. v. State Automobile Mut. Inc. Co.</i>, No. 2020CV00817 (Stark Cnty. Ct. of C.P., filed May 21, 2020) (Insurance breach of contract and bad faith action).</p> <p><i>Basement Grp. LLC, et al. v. Ill. Cas. Co., et al.</i>, No. 2020CV00816 (Stark Cnty. Ct. of C.P., filed May 21, 2020) (Insurance breach of contract, bad faith, and negligence action).</p> <p><i>McKinley Development Leasing Co. Ltd. v. Westfield Ins. Co.</i>, No. 2020CV00815 (Stark Cnty. Ct. of C.P., filed May 21, 2020) (Insurance breach of contract and bad faith).</p> <p><i>Carpe Diem Coffee Shop Inc. v. The Cincinnati Ins. Co.</i>, No. 2020CV00814 (Stark Cnty. Ct. of C.P., filed May 21,</p>		
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			<p>2020) (Insurance breach of contract and bad faith action).</p> <p><i>Blarney Inc. v. The Cincinnati Ins. Co., et al.</i>, No. A2001974 (Hamilton Cnty. Ct. of C.P., filed May 22, 2020) (Insurance breach of contract action).</p> <p><i>iAthlete & Fitness LLC dba Results Fitness v. The Cincinnati Ins. Co.</i>, No. CV-20-932683 (Cuyahoga Cnty. Ct. of C.P., filed May 19, 2020) (Insurance breach of contract and bad faith action).</p> <p><i>MIKMAR Inc., et al. v. Westfield Ins. Co.</i>, No. 20CV000646 (Lake Cnty. Ct. of C.P., filed May 14, 2020) (Insurance breach of contract and bad faith class action).</p> <p><i>The Opal Lounge Hair and Nail Boutique v. West Bend Mut. Ins. Co.</i>, No. CV-2020-05-1475 (Summit Cnty. Ct. of C.P., filed May 12, 2020) (Insurance contract action).</p> <p><i>Saucy Brew Works LLC et al. v. The Cincinnati Ins. Co.</i>, No. CV-20-932532 (Cuyahoga Cnty. Ct. of C.P., filed May 12, 2020) (Insurance breach of contract and bad faith class action).</p> <p><i>Retina Specialists of Ohio LLC v. Selective Ins. Co. of Am.</i>, No. CV-20-932506 (Cuyahoga Cnty. Ct. of C.P., filed May 12, 2020) (Insurance breach of contract and bad faith action).</p>		
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			<p><i>The School for Creative Tots LLC v. West Bend Mut. Ins. Co., et al.</i>, No. A2001806 (Hamilton Cnty. Ct. of C.P., filed May 7, 2020) (Insurance breach of contract action).</p> <p><i>Taste of Belgium LLC v. The Cincinnati Ins. Co., et al.</i>, No. 1:20-cv-357 (S.D. Ohio, filed May 5, 2020) (Insurance breach of contract class action).</p> <p><i>New SuperChina Buffet Inc. v. Grange Mut. Cas. Co.</i>, No. 2:20-cv-2264 (S.D. Ohio, filed May 4, 2020) (Insurance breach of contract and declaratory judgment action).</p> <p><i>Queen’s Tower Restaurant Inc. v. Cincinnati Fin. Corp., et al.</i>, No. A2001747 (Hamilton Cnty. Ct. of C.P., filed May 1, 2020) (Insurance breach of contract class action).</p> <p><i>Henderson Road Restaurant Systems Inc., et al. v. Zurich Am. Ins. Co.</i>, No. CV-20-932243 (Cuyahoga Cnty. Ct. of C.P., filed Apr. 30, 2020) (Insurance breach of contract action).</p> <p><i>Valerio’s Inc. v. Erie Ins. Exch.</i>, No. CV-20-932204 (Cuyahoga Cnty. Ct. of C.P., filed Apr. 29, 2020) (Insurance breach of contract action).</p> <p><i>Equity Planning Corp., et al. v. Westfield Ins. Co.</i>, No. CV-20-932122 (Cuyahoga Cnty. Ct. of C.P., filed Apr. 27, 2020) (Insurance breach of contract and bad faith class action).</p>		
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			<p><i>Dino Palmieri Salons Inc., et al. v. State Auto. Mut. Ins. Co.</i>, No. CV-20-932117 (Cuyahoga Cnty. Ct. of C.P., Apr. 26, 2020) (Insurance declaratory judgment and contract class action).</p> <p><i>Santos Italian Café LLC v. Accuity Ins. Co.</i>, No. CV-20-932089 (Cuyahoga Cnty. Ct. of C.P., filed Apr. 24, 2020) (Insurance breach of contract and bad faith action).</p> <p><i>Nighttown Inc. v. The Cincinnati Ins. Co., et al.</i>, No. CV-20-932070 (Cuyahoga Cnty. Ct. of C.P., filed Apr. 23, 2020) (Insurance declaratory judgment class action).</p> <p><i>Dakota Girls, LLC et al. v. Philadelphia Indemnity Insurance Company</i>, No. 2:20-cv-02035 (S.D. Ohio, filed Apr. 22, 2020) (Insurance breach of contract class action).</p> <p><i>Troy Stacy Enterprises Inc., et al. v. The Cincinnati Ins. Co.</i>, No. 1:20-cv-312 (S.D. Ohio, filed Apr. 19, 2020) (Insurance breach of contract class action).</p> <p><i>Bridal Expressions LLC, et al. v. Owners Ins. Co.</i>, No. 1:20-cv-833 (N.D. Ohio, filed Apr. 17, 2020) (Insurance breach of contract class action).</p> <p><i>System Optics Inc v. Twin City Fire Ins. Co., et al.</i>, No. CV-2020-04-1279 (Summit Cnty. Ct. of C.P., filed Apr. 15, 2020) (Insurance breach of contract action).</p>		
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			<p><i>Torre Rossa LLC, et al. v. Liberty Mut. Ins.</i>, No. CV-20-931885 (Cuyahoga Cnty. Ct. of C.P., filed Apr. 15, 2020) (Insurance breach of contract and bad faith class action).</p> <p><i>Millenia Hospitality Grp. LLC v. The Cincinnati Ins. Co.</i>, No. CV-20-931791 (Cuyahoga Cnty. Ct. of C.P., filed Apr. 9, 2020) (Insurance declaratory judgment action).</p> <p><i>S&S II Inc. v. The Cincinnati Ins. Co.</i>, No. 20CV002644 (Franklin Cnty. Ct. of C.P., filed Apr. 8, 2020) (Insurance breach of contract action).</p> <p><i>Somco LLC v. Lightning Rod Mut. Ins. Co.</i>, No. CV-20-931763 (Cuyahoga Cnty. Ct. of C.P., filed Apr. 8, 2020) (Insurance declaratory judgment action).</p> <p><i>Mitchell Brothers Ice Cream Inc., et al., v. The Cincinnati Ins. Co.</i>, No. CV-20-931683 (Cuyahoga Cnty. Ct. of C.P., filed Apr. 3, 2020).</p>		
<p>Oklahoma</p>		<p>The Oklahoma Insurance Department has published FAQs explaining business interruption coverage in the context of COVID-19. The Department explains that the state’s emergency declaration is “unlikely to trigger business interruption coverage” but that “[s]ome policies may cover loss of income due to a pandemic/epidemic, but only for a limited amount of time.”</p>	<p><i>Quapaw Nation dba Downstream Dev. Auth. Of the Quapaw Nation of Okla. V. Affiliated FM Ins. Co.</i>, No. CJ-2020-82 (Ottawa Cnty. Dist. Ct., filed June 9, 2020) (Insurance action pertaining to denial of coverage for alleged COVID-19 related losses).</p> <p><i>Till Metro Entmt dba The Vanguard, et al. v. Covington Specialty Ins. Co.</i>, No. 4:20-cv-255 (N.D. Okla., filed June 4,</p>		

			<p>2020) (Insurance breach of contract and bad faith class action pertaining to alleged denial of coverage for claims pertaining to COVID-19 related losses).</p> <p><i>Kusum Hospitality Manage. Inc. v. Homeland Ins. Co. of N.Y., et al.</i>, No. CV-2020-935 (Cleveland Cnty. Dist. Ct, filed May 27, 2020) (Insurance declaratory judgment action pertaining to COVID-19 related losses).</p> <p><i>Govinda LLC v. Columbia Ins. Grp.</i>, No. CV-2020-939 (Okla. Cnty. Dist. Ct., filed May 27, 2020) (Insurance declaratory judgment action seeking coverage for alleged COVID-19 related losses).</p> <p><i>Krishna LLC dba Hampton Inn & Suites-OKC v. Mt. Hawley Ins. Co.</i>, No. CV-2020-938 (Okla. Cnty. Dist. Ct., filed May 27, 2020) (Insurance declaratory judgment action pertaining to coverage for business income losses).</p> <p><i>Keshav LLC dba Home2 Suites v. Arch Specialty Ins. Co.</i>, No. CV-2020-940 (Okla. Cnty. Dist. Ct. filed May 27, 2020) (Insurance declaratory judgment action seeking coverage for alleged COVID-19 related losses).</p> <p><i>Goodwill career Pathways Inst., et al. v. Phil. Indem. Ins. Co.</i>, No. CV-2020-798 (Cleveland Cnty. Dist. Ct., filed May 6, 2020) (Insurance declaratory judgment action).</p> <p><i>Muscogee (Creek) Nation dba Muscogee (Creek) Nation Casinos et al.</i></p>		
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			<p><i>v. Lexington Ins. Co, et al.</i>, No. CJ-2020-159 (Muskogee Cnty. Dist. Ct., filed Apr. 24, 2020) (Insurance declaratory judgment action).</p> <p><i>Kickapoo Tribe of Okla. V. Lexington Ins. Co., et al.</i>, No. CV-2020-47 (Pottawatomie Cnty. Dist. Ct., filed Apr. 22, 2020) (Insurance declaratory judgment action).</p> <p><i>Cherokee Nation, et al. v. Lexington Ins. Co., et al.</i>, No. CV-2020-150 (Cherokee Cnty. Dist. Ct., filed Apr. 13, 2020) (Insurance declaratory judgment action).</p> <p><i>Chickasaw Nation Dept. of Commerce v. Lexington Ins. Co., et al.</i>, No. CV-2020-35 (Pontotoc Cnty. Dist. Ct., filed Mar. 24, 2020) (Insurance declaratory judgment action).</p> <p><i>Choctaw Nation of Okla. V. Lexington Ins. Co., et al.</i>, No. CV-2020-42 (Bryan Cnty. Dist. Ct., filed Mar. 24, 2020) (Insurance declaratory judgment action).</p>		
<p>Oregon</p>	<p>As of March 23, 2020, Governor Kate Brown is considering legislation on business interruption insurance.</p>	<p>Oregon Division of Financial Regulation Website Offers Guidance on business interruption insurance coverage.</p>	<p><i>BA Ventures LLC, et al. v. Farmers Ins. Exch.</i>, No. 20CV19356 (Lane Cnty. Cir. Ct., filed May 29, 2020) (Insurance breach of contract claim pertaining to alleged failure to pay personal protective equipment loss claim where plaintiff ordered by executive order to turn over surplus).</p> <p><i>Sero Inc. dba Beast, et al. v. Berkley North Pacific Grp. LLC, et al.</i>, No. 3:20-</p>		

			<p>cv-776 (D.Or., filed May 13, 2020) (Insurance breach of contract class action).</p>		
<p>Pennsylvania</p>	<p>On May 11, the Pennsylvania Insurance Commissioner warned businesses that failure to comply with Governor Wolf’s closure orders could compromise business interruption coverage claims as “many insurance policies contain provisions that exclude coverage for businesses or individual’s engaging in illegal acts or conduct.”</p> <p>On April 30, 2020, the General Assembly of Pennsylvania proposed Senate Bill No. 1127 “[r]elating to property and business interruption insurance coverage for COVID-19 Pandemic-related Losses.” The Bill is structured differently than earlier proposals in that rather than simply asserting that policies will be construed to cover COVID-19 business income losses, it instead applies certain “rules of construction” to first-party insurance policy provisions in order to tie common coverage-triggering terms to COVID-19 related executive orders and the presence of the virus in a particular business. For example, the Bill provides that “[i]f a person positively identified as having been infected with COVID-19 has been present in . . . a building. . . that area of business activity shall be deemed to have experienced property damage.” Despite the different approach, the intent behind</p>		<p><i>HTR Rest. Inc. v. Erie Ins. Exch.</i>, No. GD-20-006901 (Allegheny Cnty Ct. of C.P., filed June 17, 2020) (Insurance action alleging denial of claim for business income losses relating to COVID-19). (NEW)</p> <p><i>High Tech Hair LLC, et al. v. Erie Ins. Exch.</i>, No. 2:20-cv-2895 (E.D. Pa., filed June 17, 2020) (Insurance action alleging Defendant refuses to provide coverage for alleged business income losses related to COVID-19 pandemic). (NEW)</p> <p><i>Seymon Bokman dba L’uomo v. Sentinel Ins. Co., Ltd.</i>, No. 2:20-cv-2887 (E.D. Pa., filed June 17, 2020) (Insurance action alleging Defendant refuses to cover business income losses relating to COVID-19 pandemic). (NEW)</p> <p><i>Adrian Moody, et al. v. The Hartford Fin. Servs. Grp. Inc., et al.</i>, No. 2:20-cv-2856 (E.D. Pa., filed June 16, 2020) (Insurance action alleging Defendant refuses to cover losses relating to COVID-19 pandemic). (NEW)</p> <p><i>Susan Spath Hegedus Inc. v. Chubb Ltd., et al.</i>, No. 2:20-cv-2832 (E.D. Pa., filed June 15, 2020) (Insurance action alleging Defendant refuses to indemnify plaintiff for losses related to COVID-19 pandemic). (NEW)</p>		

	<p>the Bill appears to be the same as for earlier proposals—to retroactively define policy terms to provide for sweeping coverage of COVID-19 related business income losses.</p> <p>On April 15, 2020 the Pennsylvania Senate introduced Senate Bill 1114, which if passed would mandate that all policies insuring against loss related to property damage “shall be construed to include among the covered perils coverage for loss or property damage due to COVID-19 and coverage for loss due to a civil authority order” related to the COVID-19 pandemic. The bill provides that Insureds classified as small business would receive 100% of the policy limit for eligible claims. All other businesses would receive 75% of the policy limit for eligible claims. The act would apply to all policies in effect prior to March 6, 2020.</p> <p>On Friday, April 3, a bipartisan group of 37 Pennsylvania lawmakers introduced House Bill 2372 which would require insurers that provide coverage for business interruption to include “coverage for business interruption due to global virus transmission or pandemic.” It would apply to policies in force as of March 6 provided to businesses with fewer than 100 full-time employees.</p> <p>State Representative Driscoll requested Pennsylvania House of Representatives to reimburse</p>		<p><i>Mareik Inc. v. State Farm Fire & Cas. Co.</i>, No. 2:20-cv-2744 (E.D. Pa., filed June 10, 2020) (Insurance action alleging denial of coverage for alleged COVID-19 related losses).</p> <p><i>Sulimays Hair Design Inc. v. Erie Ins. Exch.</i>, No. 2:20-cv-2731 (E.D. Pa., filed June 10, 2020) (Insurance action alleging denial of coverage for alleged COVID-19 related losses).</p> <p><i>W&S Vehicles LLC v. Erie Ins. Exch.</i>, No. GD-20-006654 (Allegheny Cnty. Ct. of C.P., filed June 10, 2020) (Insurance action pertaining to alleged COVID-19 related losses).</p> <p><i>Kevin Bacik v. Erie Ins. Prop. & Cas. Co.</i>, No. 1:20-cv-144 (W.D. Pa., filed June 9, 2020) (Insurance action pertaining to alleged COVID-19 related losses).</p> <p><i>Ian McCabe Studio LLC v. Erie Ins. Exch.</i>, No. 200600454 (Phil. Cnty. Ct. of C.P., filed June 9, 2020) (Insurance declaratory judgment action pertaining to coverage for alleged COVID-19 related losses).</p> <p><i>Sweetwater Grill LLC, et al. v. Grange Ins. Co.</i>, No. 2:20-cv-853 (W.D. Pa., filed June 8, 2020) (Insurance class action pertaining to alleged COVID-19 related losses).</p> <p><i>La Campagna Inc., et al. v. Erie Ins. Grp.</i>, No. 2:20-cv-2689 (E.D. Pa., filed June 8, 2020) (Insurance class action</p>		
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	<p>insurers for voluntarily paid COVID-19 related business interruption claims.</p>		<p>alleging denial of coverage for COVID-19 related losses).</p> <p><i>WebsiteNEO Inc., et al. v. Erie Ins. Prop. & Cas. Co.</i>, No. 1:20-cv-143 (W.D. Pa., filed June 8, 2020) (Insurance action pertaining to COVID-19 related losses).</p> <p><i>Auburn Racquet Club Inc., et al. v. Phil. Indem. Ins. Co.</i>, No. 2:20-cv-2666 (E.D. Pa., filed June 8, 2020) (Insurance action alleging denial of coverage for COVID-19 related losses).</p> <p><i>Umami Pittsburgh LLC v. Motorists Commercial Ins. Co.</i>, No. GD-20-006549 (Allegheny Cnty. Ct. of C.P., filed June 5, 2020) (Insurance action pertaining to COVID-19 related losses).</p> <p><i>The Cocorico Corp. v. Motorists Commercial Mut. Ins. Co.</i>, No. GD-20-006548 (Allegheny Cnty. Ct. of C.P., filed June 5, 2020) (Insurance action pertaining to COVID-19 related losses).</p> <p><i>King Cobra Grp., LLC, et al. v. Motorists Mut. Ins. Co.</i>, No. GD-20-006546 (Allegheny Cnty. Ct. of C.P., filed June 5, 2020) (Insurance class action pertaining to COVID-19 related losses).</p> <p><i>Dumont Brothers Inc., et al. v. Nautilus Ins. Co.</i>, No. GD-20-006542 (Allegheny Cnty. Ct. of C.P., filed June 5, 2020) (Insurance class action pertaining to COVID-19 related losses).</p> <p><i>Walnut Ace LLC v. Seneca Ins. Co.</i>, No. 200600101 (Phil. Cnty. Ct. of C.P., filed</p>		
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			<p>June 2, 2020) (Insurance breach of contract and declaratory judgment action pertaining to alleged denial of coverage for income losses related to government closure orders).</p> <p><i>SWB Yankees LLC v. CAN Fin. Corp., et al.</i>, No. 2020-02155 (Lackawanna Cnty. Ct. of C.P., filed May 21, 2020) (Negligence action pertaining to alleged failure to honor insurance policy after baseball season cancelled due to COVID-19).</p> <p><i>Maggios Famous Pizza Inc. v. Selective Ins. Co. of the Southeast</i>, No. 2:20-cv-2603 (E.D. Pa., filed June 3, 2020) (Insurance coverage action pertaining to alleged failure to cover COVID-19 related profit losses).</p> <p><i>Stone Soup Inc. v. Cincinnati Ins. Co.</i>, No. 2:20-cv-2614 (E.D. Pa., filed June 4, 2020) (Insurance coverage action pertaining to COVID-19 related profit losses).</p> <p><i>Betty Jo Hirschfield-Louik DMD et al, v. The Cincinnati Ins. Co., et al.</i>, No. 2:20-cv-816 (W.D. Pa., filed June 3, 2020) (Insurance coverage class action).</p> <p><i>Zlock PC v. Continental Cas. Co.</i>, No. 2:20-cv-2585 (E.D. Pa., filed June 1, 2020) (Insurance action pertaining to alleged refusal to cover COVID-19 related profit losses).</p> <p><i>Capriccio Parkway dba Capriccio Café & Bar at Cret Park, et al. v. Erie Ins.</i></p>		
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			<p><i>Exch.</i>, No. 200600011 (Phil. Cnty. Ct. of C.P., filed May 29, 2020) (Insurance declaratory judgment class action).</p> <p><i>Sunsations Tanning Salon LLC v. Atain Specialty Ins. Co.</i>, No. 5:20-cv-2510 (E.D. Pa., filed May 28, 2020) (Insurance coverage action).</p> <p><i>Liberty Corner Tavern Inc. v. Scottsdale Ins. Co., et al.</i>, No. 2:20-cv-771 (W.D. Pa., filed May 28, 2020) (Insurance coverage action).</p> <p><i>Crunch Logistics Inc., et al. v. Donegal Ins. Grp.</i>, No. 5:20-cv-2525 (E.D. Pa., filed May 28, 2020) (Insurance action alleging refusal to cover COVID-19 related profit losses).</p> <p><i>Joseph Argenas dba Twister's Ice Cream v. Nationwide Mut. Ins. Co.</i>, No. 2:20-cv-770 (W.D. Pa., filed May 28, 2020) (Insurance class action relating to COVID-19 losses).</p> <p><i>Kaminsky Dental Assocs. V. The Hartford Fin. Servs. Grp.</i>, No. 2:20-cv-2494 (E.D. Pa., filed May 27, 2020) (Insurance action alleging denial of coverage for alleged COVID-19 related losses).</p> <p><i>The Lock Loft LLC v. Erie Ins. Prop. & Cas. Co.</i>, No. 1:20-cv-122 (W.D. Pa., filed May 26, 2020) (Insurance breach of contract action).</p> <p><i>Ultimate Hearing Solutions II LLC, et al. v. Hartford Underwriters Ins. Co., et al.</i>,</p>		
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			<p>No. 2:20-cv-2401 (E.D. Pa., May 21, 2020) (Insurance breach of contract action).</p> <p><i>Cornerstone Warrington Inc., et al. v. The Cincinnati Ins. Co.</i>, No. 2:20-cv-2398 (E.D. Pa., filed May 21, 2020) (Insurance breach of contract action).</p> <p><i>Bulldog Yoga Holdings v. Cincinnati Ins. Co.</i>, No. 2:20-cv-2358 (E.D. Pa., filed May 20, 2020) (Insurance breach of contract action).</p> <p><i>Ridley Park Fitness LLC v. Philadelphia Ins. Co., et al.</i>, No. 200501093 (Phil. Cnty. Ct. of C.P., filed May 19, 2020) (Insurance declaratory judgment action).</p> <p><i>Kimmel & Silverman v. Travelers Prop. Cas. Co. of Am.</i>, No. 2:20-cv-2351 (E.D. Pa., filed May 19, 2020) (Insurance breach of contract action).</p> <p><i>Home Solutions v. AVS Ins. Agency Inc.</i>, No. 2:20-cv-2349 (E.D. Pa., filed May 19, 2020) (Insurance breach of contract action).</p> <p><i>Fire Island Retreat v. Brit Global Specialty USA, Inc., et al.</i>, No. 2:20-cv-2312 (E.D. Pa., filed May 15, 2020) (Insurance breach of contract action).</p> <p><i>Victor Deoleo et al. v. U.S. Liab. Ins. Co.</i>, No. 2:20-cv-2301 (E.D. Pa., filed May 14, 2020) (Insurance breach of contract action).</p>		
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			<p><i>Magna Legal Servs. LLC v. Hartford Fire Ins. Co., et al.</i>, No. 200500735 (Philadelphia Cnty. Ct. of C.P., filed May 13, 2020) (Insurance declaratory judgment action).</p> <p><i>Medure’s Catering Inc. v. Donegal Mut. Ins. Co., et al.</i>, No. 200500607 (Philadelphia Cnty. Ct. of C.P., filed May 11, 2020) (Insurance declaratory judgment action).</p> <p><i>Cheryl Simon, et al. v. Erie Ins. Exch.</i>, No. 2020-02100 (Lackawanna Cnty. Ct. of C.P., filed May 11, 2020) (Insurance breach of contract action).</p> <p><i>Spring House Tavern Inc., et al. v. Am. Fire and Cas. Co.</i>, No. 2020-06069 (Montgomery Cnty. Ct. of C.P., filed May 11, 2020) (Insurance breach of contract class action).</p> <p><i>Greg Prosmushkin PC et al. v. The Hanover Ins. Grp.</i>, No. 200500342 (Phil. Cnty. Ct. of C.P., filed May 6, 2020) (Insurance declaratory judgment and breach of contract action).</p> <p><i>Hair Studio 1208 LLC v. Hartford Underwriters Inc. Co.</i>, No. 2:20-cv-2171 (E.D.Pa., filed May 5, 2020) (Insurance breach of contract action).</p> <p><i>Human Resources LLC dba Cadence Restaurant v. Hartford Mut. Ins. Co.</i>, No. 2:20-cv-2152 (E.D. Pa., filed May 4, 2020) (Insurance breach of contract action).</p>		
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			<p><i>Sentient Androids LLC dba Human Robot v. Scottsdale Ins. Co.</i>, No. 200500011 (Phil. Cnty. Ct. of C.P., filed May 1, 2020) (Insurance declaratory judgment action).</p> <p><i>Pexe Nori II LLC, et al. v. Donegal Mut. Ins. Co.</i>, No. GD-20-005423 (Allegheny Cnty. Ct. of C.P., filed May 1, 2020) (Insurance breach of contract class action).</p> <p><i>Sidkoff, Pincus Green v. Sentinel Ins. Co.</i>, No. 2:20-cv-2083 (E.D. Pa., filed Apr. 30, 2020) (Insurance breach of contract action).</p> <p><i>Eric R. Shantzer, DDC v. Travelers Cas. Ins. Co. of Am.; The Travelers Indem. Co.</i>, No. 2:20-cv-2093 (E.D. Pa., filed Apr. 30, 2020) (Insurance breach of contract action).</p> <p><i>Geneva Foreign Sports Inc. v. Erie Ins. Co. of N.Y. et al.</i>, No. 1:20-cv-93 (W.D. Pa., filed Apr. 29, 2020) (Insurance class action).</p> <p><i>Luke Whorley’s Wild Alaskan Grille LLC v. Erie Ins. Exch.</i>, No. GD-20-005297 (Allegheny Cnty. Ct. of C.P., filed Apr. 29, 2020) (Insurance action).</p> <p><i>Bowser Automotive Inc. f. Fed. Ins. Co.; Chubb Grp. of Ins. Cos.</i>, No. GD-20-005272 (Allegheny Cnty. Ct. of C.P., filed Apr. 28, 2020) (Insurance action).</p>		
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			<p><i>Danoia’s Eatery LLC v. Motorists Mut. Ins. Co.</i>, No. GD-20-005273 (Allegheny Cnty. Ct. of C.P., filed Apr. 28, 2020) (Insurance action).</p> <p><i>Lansdale 329 Prop. Et al. v. Hartford Underwriters Ins. Co.; The Hartford Fin. Servs. Grp. Inc.</i>, No. 2:20-cv-2034 (E.D. Pa., filed Apr. 27, 2020) (Insurance breach of contract action).</p> <p><i>Laudenbach Periodontics v. Liberty Mut. Ins. Grp.; Liberty Mut. Ins. Co.; Liberty Mut Ins. West Am. Ins. Co.</i>, No. 2:20-cv-2029 (E.D. Pa., filed Apr. 27, 2020) (Insurance breach of contract action).</p> <p><i>Milkboy Center City and Class v. The Cincinnati Ins. Co., et al.</i>, No. 2:20-cv-2036 (E.D. Pa., filed Apr. 27, 2020) (Insurance breach of contract action).</p> <p><i>AK Studios et al v. Millers Capital Ins. Co., et al.</i>, No. 2020-CV-04082-CV (Dauphin Cnty. Ct. of C.P., filed Apr. 27, 2020) (Insurance breach of contract class action).</p> <p><i>Chester Cnty. Sports Arena v. The Cincinnati Specialty Underwriters Ins. Co.</i>, No. 2:20-cv-2021 (E.D. Pa., filed Apr. 24, 2020) (Insurance breach of contract action).</p> <p><i>Windber Hosp. et al. v. Travelers Prop. Cas. Co. of Am.</i>, No. 3:20-cv-80 (W.D. Pa., filed Apr. 23, 2020) (Insurance breach of contract class action).</p>		
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			<p><i>Jul-Bur Assoc. Ins. V. Selective Ins. Co. of Am.; Selective Ins. Co. of the Southeast</i>, No. 2:20-cv-1977 (E.D. Pa., filed Apr. 21, 2020) (Insurance breach of contract action).</p> <p><i>Ian McCabe Studios LLC v. Erie Ins. Exch.</i>, No. 2:20-cv-1973 (E.D. Pa., filed Apr. 21, 2020) (Insurance breach of contract action).</p> <p><i>Steven Copit MD v. Donegal Mut. Ins. Co.; Donegal Ins. Grp.</i>, No. 200400928 (Phil. Cnty. Ct. of C.P., filed Apr. 20, 2020) (Insurance declaratory judgment action).</p> <p><i>C.A. Spalding Co. v. Selective Ins. Grp. Inc.; Selective Ins. Co. of Am.</i>, No. 2:20-cv-1967 (E.D. Pa., filed Apr. 20, 2020) (Insurance breach of contract action).</p> <p><i>Newchops Restaurant Comcast LLC v. Admiral Indemnity Company</i>, 2:20-cv-1949 (E.D. Pa., filed Apr. 17, 2020) (Insurance breach of contract action).</p> <p><i>HTR Restaurants Inc. v. Erie Ins. Exch.</i>, No. GD-20-005138 (Allegheny Cnty. Ct. of C.P., filed Apr. 17, 2020) (Insurance breach of contract class action).</p> <p><i>Joseph Tambellini Inc. v. Erie Ins. Exch.</i>, No. GD-20-005137 (Allegheny Cnty. Ct. of C.P., filed Apr. 17, 2020) (Insurance breach of contract action).</p>		
<p>Puerto Rico</p>					

<p>Rhode Island</p>	<p>Rhode Island lawmakers have proposed introducing legislation that would require insurers to provide coverage for business interruption claims relating to the Coronavirus.</p>				
<p>South Carolina</p>	<p>South Carolina lawmakers introduced bill S. 1188 that, if passed, would require insurers to provide coverage for business interruption claims relating to the Coronavirus. The bill would apply to all policies issued to insureds with fewer than 150 full-time employees.</p>	<p>South Carolina Department of Insurance Issues Guidance on Business Interruption Insurance and Civil Authority coverage in Connection with COVID-19.</p>	<p><i>Copper West LLC v. Selective Ins. Co. of the S.E., et al.</i>, No. 7:20-cv-2281 (D.S.C., filed June 17, 2020) (Insurance declaratory judgment action seeking coverage for losses relating to COVID-19 shutdown). (NEW)</p> <p><i>The Calhoun Mansion Llc v. Axa Ins. Co.</i>, No. 2:20-cv-2044 (Insurance contract class action alleging failure to investigate presence of COVID-19 at plaintiff's facility).</p> <p><i>Sullivan Management LLC v. Allianz Global US Ins. Co., et al.</i>, No. 2020CP2283 (Richland Cnty. Ct. of C.P., filed May 8, 2020) (Insurance breach of contract action).</p> <p><i>Coffey McKenzie LLC v. Twin City Fire Ins. Co. dba the Hartford</i>, No. 2020CP1400160 (Clarendon Cnty. Ct. of C.P., filed Mar. 27, 2020) (Insurance breach of contract and bad faith action).</p>		
<p>South Dakota</p>					
<p>Tennessee</p>		<p>The Tennessee Department of Commerce & Insurance has issued FAQs encouraging businesses to review their policies and contact their insurance companies for answers to questions regarding whether business</p>	<p><i>Farm2Table LLC v. Society Ins.</i>, No. 20C1320 (Davidson Cnty., filed June 17, 2020) (Insurance action alleging bad faith denial of coverage for COVID-19 related claims). (NEW)</p>		

		<p>interruption coverage is available for COVID-19 related claims. However, the FAQs note that “[i]n general, business interruption insurance policies require a direct physical loss/damage to a property caused by a covered peril . . . for business interruption coverage to apply.”</p>	<p><i>Acme Nashville LLC dba Acme Feed & Seed v. The Cincinnati Ins. Co., et al.</i>, No. 3:20-cv-496 (M.D. Tenn., filed June 15, 2020) (Insurance action alleging Defendants denied plaintiff’s claim for coverage for losses relating to the COVID-19 pandemic). (NEW)</p> <p><i>Southern Kitchen Nashville LLC dba The Southern Steak & Oyster v. The Cincinnati Ins. Co., et al.</i>, No. 3:20-cv-497 (M.D. Tenn., June 15, 2020) (Insurance action alleged Defendants denied plaintiff’s claim for coverage for losses relating to the COVID-19 pandemic). (NEW)</p> <p><i>LGW LLC v. The Cincinnati Ins. Co., et al.</i>, No. 3:20-cv-481 (M.D. Tenn., filed June 9, 2020) (Insurance action alleging wrongful denial of coverage for alleged COVID-19 related losses).</p> <p><i>Pizza Loves Emily Holdings LLC v. The Cincinnati Ins. Co., et al.</i>, No. 3:20-cv-429 (M.D. Tenn., filed May 19, 2020) (Insurance breach of contract action).</p> <p><i>Twelve Twelve Nashville LLC dba Pemrose v. The Cincinnati Ins. Co., et al.</i>, No. 3:20-cv-423 (M.D. Tenn., filed May 18, 2020) (Insurance breach of contract action).</p> <p><i>Woolworths Nashville LLC v. The Cincinnati Ins. Co., et al.</i>, No. 3:20-cv-396 (M.D. Tenn., filed May 7, 2020) (Insurance breach of contract action).</p>		
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			<p><i>Peg Leg Porker Restaurant LLC v. Society Ins.</i>, No. 3:20-cv-337 (M.D. Tenn., filed Apr. 20, 2020) (Insurance breach of contract action alleging actual contamination on the premises).</p> <p><i>Nashville Underground LLC v. Nationwide Prop. & Cas. Ins. Co.; Amco Ins. Co.</i>, No. 20C822 (Davidson Cnty., filed Apr. 9, 2020) (Insurance breach of contract action).</p>		
<p>Texas</p>		<p>The Texas Department of Insurance has provided information on its website relating to Business interruption coverage related to COVID-19.</p>	<p><i>Preferred Dental Center PC v. Twin City Fire Ins. Co., et al.</i>, No. 2020CI11032 (Bexar Cnty. Dist. Ct., filed June 17, 2020) (Insurance action alleging wrongful denial of claim for business income losses related to COVID-19 pandemic). (NEW)</p> <p><i>POB LP dba Pat O’Briens San Antonia v. Amco Ins. Co., et al.</i>, No. 2020CI10721 (Bexar Cnty. Dist. Ct., filed June 12, 2020) (Insurance action alleging wrongful denial of coverage for losses relating to COVID-19 pandemic). (NEW)</p> <p><i>Linh T Dang MD, et al. v. Hartford Lloyds Ins. Co.</i>, No. 2020-32809 (Harris Cnty. Dist. Ct., filed June 1, 2020) (Insurance breach of contract action seeking punitive damages).</p> <p><i>Rio Grande Villa LLC v. State Farm Lloyds, et al.</i>, No. D-1-GN-20-002922 (Travis Cnty. Dist. Ct., filed June 1, 2020) (Insurance action alleging</p>		

			<p>breach of contract and violation of insurance code).</p> <p><i>U.S. Specialty Ins. Co. v. Gartner Grp. Inc.</i>, No. 4:20-cv-1850 (S.D. Tex., filed May 27, 2020) (Insurance declaratory judgment action initiated by insurer seeking order declaring maximum policy limit of \$150 million for losses pertaining to event cancellations).</p> <p><i>U.S. Specialty Ins. Co. v. Gartner Grp. Inc.</i>, No. 4:20-cv-1851 (S.D. Tex., filed May 27, 2020) (Insurance declaratory judgment action initiated by insurer seeking order declaring that it need not cover COVID-19 related loss claims exceeding \$20 million).</p> <p><i>Independence Barbershop LLC, et al. v. The Hartford Fin. Servs. Grp. Inc., et al.</i>, No. 1:20-cv-555 (W.D. Tex., filed May 22, 2020) (Insurance breach of contract class action).</p> <p><i>M Distillery Inc. v. Phil. Consolidated Hldg. Corp.</i>, No. 2020-003187-3 (Tarrant Cnty. L. Ct., filed May 18, 2020) (Insurance breach of contract, fraud, and bad faith action).</p> <p><i>Terry Black's Barbecue, LLC, et al. v. State Automobile Mut. Ins. Co., et al.</i>, No. D-1-GN-20-002659 (Travis Cnty. Dist. Ct., filed May 14, 2020) (Insurance breach of contract action and action for negligence and exemplary damages).</p>		
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			19538 (HarrisCnty. Dist. Ct., filed Mar. 26, 2020).		
Utah		On March 23, 2020 The Utah Insurance Department issued Bulletin 2020-2 urging “insurers to promptly process and pay claims related to earthquake or COVID-19—particularly claims for business interruption losses.”			
Vermont		The Vermont Department of Financial Regulation issued a guidance document addressing business interruption coverage in the context of the COVID-19 pandemic. It explains that typically, such policies “cover[] direct physical loss to covered property” and therefore, “if there is no damage to the building or business personal property, there would be no coverage for loss of income in most business policies.”			
Virginia		On March 24, 2020, the Virginia Bureau of Insurance issued guidance explaining that typically, “[b]usiness interruption policies . . . exclude viruses and bacteria and/or communicable disease” from the covered perils.	<p><i>Adorn Barber Beauty Llc v. The Hartford, et al.</i>, No. 3:20-cv-418 (E.D. Va., filed June 11, 2020) (Insurance declaratory judgment action seeking coverage for alleged COVID-19 related losses).</p> <p><i>Elegant Massage LLC d/b/a Light Stream Spa, et al. v. State Farm Mut. Auto. Ins. Co., et al.</i>, No. 2:20-cv-265 (E.D. Va., filed May 27, 2020) (Insurance breach of contract class action pertaining to alleged denial of coverage for business income losses).</p> <p><i>Rush Hour Live Escape Games LLC v. Mesa Underwriters Specialty Ins. Co.</i>,</p>		

			<p>No. 3:20-cv-323 (E.D. Va., filed May 6, 2020) (Insurance declaratory judgment action).</p> <p><i>L and L Logistics & Warehousing Inc v. Evanston Ins. Co; Markel Corp.</i>, No. 3:20-cv-324 (E.D. Va., filed May 6, 2020) (Insurance declaratory judgment action).</p>		
<p>Washington</p>		<p>Washington’s Office of the Insurance Commissioner provides answers to a series of questions relating to business interruption coverage for COVID-19 related claims on its website.</p>	<p><i>J. Bells LLC dba Bishop Cuts and Colors v. Sentinel Ins. Co.</i>, No. 20-2-06534-5 (Pierce Cnty. Cup. Ct., filed June 16, 2020) (Insurance action alleging wrongful denial of coverage for losses relating to COVID-19 and government shutdown orders). (NEW)</p> <p><i>Vita Coffee LLC v. Fireman’s Fund Ins. Co.</i>, No. 20-2-10013-7 (King Cnty. Sup. Ct., filed June 15, 2020) (Insurance action seeking coverage for losses relating to COVID-19 shutdown). (NEW)</p> <p><i>Jae Y. Hong Plc, et al. v. Transportation Ins. Co.</i>, No. 3:20-cv-5556 (W.D. Wash., filed June 9, 2020) (Insurance class action seeking coverage for alleged COVID-19 related losses).</p> <p><i>Jae Y. Hong Plc, et al. v. Transportation Ins. Co.</i>, No. 2:20-cv-892 (W.D. Wash., filed June 9, 2020) (Insurance class action seeking coverage for alleged COVID-19 related losses).</p>		

			<p><i>Jae Y. Hong DDS, et al. v. Valley Forge Ins. Co.</i>, No. 2:20-cv-891 (W.D. Wash., filed June 9, 2020) (Insurance class action seeking coverage for alleged COVID-19 related losses).</p> <p><i>Kara McCulloch DMD, MSD PLLC, et al. v. Valley Forge Ins. Co.</i>, No. 2:20-cv-809 (W.D. Wash., filed May 29, 2020) (Insurance breach of contract class action).</p> <p><i>Noskenda Inc., et al. v. Valley Forge Ins. Co.</i>, No. 2:20-cv-854 (W.D. Wash., filed June 4, 2020) (Insurance breach of contract class action).</p> <p><i>Jennifer Strelow, DMD v. Hartford Cas. Ins. Co.</i>, No. 2:20-cv-797 (W.D. Wash., filed May 27, 2020) (Insurance action seeking coverage for alleged COVID-19 related losses).</p> <p><i>William Candler Smart, et al v. Nationwide Mut. Ins. Co., et al.</i>, No. 20-2-09134-1 (King. Cnty. Sup. Ct., filed May 21, 2020) (Travel insurance breach of contract action).</p> <p><i>Cascadia Dental Specialists Inc., et al. v. Am. Fire & Cas. Co.</i>, No. 2:20-cv-732 (W.D. Wash., filed May 14, 2020) (Insurance breach of contract class action).</p> <p><i>Hirbod H. Rowshan DDS, P.S., et al. v. Ohio Security Ins. Co.</i>, No. 2:20-cv-730 (W.D. Wash., filed May 14, 2020) (Insurance breach of contract class action).</p>		
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			<p><i>Karla Aylen DDS PLLC, et al. v. Aspen Am. Ins. Co.</i>, No. 2:20-cv-717 (W.D. Wash., filed May 13, 2020) (Insurance breach of contract class action).</p> <p><i>Glow Medispa LLC, et al. v. Sentinel Ins. Co. Ltd.</i>, No. 2:20-cv-712 (W.D. Wash., filed May 12, 2020) (Insurance breach of contract class action).</p> <p><i>Carlos O Caballero DDS, et al. v. Mass. Bay Ins. Co.</i>, No. 3:20-cv-5437 (W.D. Wash., filed May 8, 2020) (Insurance breach of contract class action).</p> <p><i>Nue LLC et al v. Oregon Mut. Ins. Co.</i>, No. 2:20-cv-676 (W.D. Wash., filed May 5, 2020) (Insurance breach of contract action).</p> <p><i>Andrew Lee DDS et al v. Sentinel Ins. Co. Ltd.</i>, No. 3:20-cv-5422 (W.D. Wash., filed May 4, 2020) (Insurance breach of contract class action).</p> <p><i>Lina Kim, DDS, et al. v. Sentinel Ins. Co.</i>, No. 2:20-cv-657 (W.D. Wash., filed Apr. 30, 2020) (Insurance breach of contract class action).</p> <p><i>Mark Germack, DDC et al. v. Dentists Ins. Co.</i>, No. 2:20-cv-661 (W.D. Wash., filed Apr. 30, 2020) (Insurance breach of contract class action).</p> <p><i>Arnell M. Prato, DDS, et al. v. Sentinel Ins. Co. Ltd.</i>, No. 3:20-cv-5402 (W.D. Wash., filed Apr. 29, 2020) (Insurance breach of contract class action).</p>		
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			<p>Wash., filed Apr. 21, 2020) (Insurance breach of contract class action).</p> <p><i>Jennifer B. Nguyen et al. v. Travelers Casualty Insurance Company of America</i>, No. 2:20-cv-597 (W.D. Wash., filed Apr. 21, 2020) (Insurance breach of contract class action).</p> <p><i>Ronald A. Mikkelson, DDC, et al. v. Aspen Am. Ins. Co.</i>, No. 3:20-cv-5378 (W.D. Wash., filed Apr. 20, 2020) (Insurance breach of contract class action).</p> <p><i>Suneet S. Bath DMD PS v. Travelers Cas. Ins. Co. of Am.</i>, No. 20-2-01421-34 (Thurston Cnty. Sup. Ct., filed Apr. 17, 2020) (Insurance breach of contract action).</p> <p><i>Noskenda Inc. v. Valley Forge Ins. Co.</i>, No. 20-2-07919-7 (King Cnty. Sup. Ct, filed Apr. 17, 2020) (Insurance breach of contract action).</p> <p><i>Hill & Stout PLLC v. Mut. Of Enumclaw Inc. Co.</i>, No. 20-2-07925-1 (King Cnty. Sup. Ct., filed Apr. 17, 2020) (Insurance breach of contract action).</p>		
<p>West Virginia</p>		<p>On March 26, 2020 the West Virginia Insurance Commissioner issued Bulletin No. 20 – 08, which explains that “[b]usiness interruption policies were generally not designed or priced to provide coverage against communicable diseases, such as COVID-19, and therefore usually include exclusions for that risk.”</p>			

<p>Wisconsin</p>		<p>Wisconsin’s Office of the Commissioner of Insurance released “A Brief Guide to Business Interruption Coverage,” It encourages business owners to review their policies for explicit exclusions for viral infections and to file a claim if they are unsure about whether they have coverage. If businesses believe they have been wrongfully denied coverage, they are encouraged to review the OCI’s complaint procedures.</p>	<p><i>Ambrosia Indy LLC dba Ambrosia Restaurant, et al. v. Society Ins.</i>, No. 2:20-cv-771 (E.D. Wis., filed May 21, 2020) (Insurance breach of contract and bad faith class action).</p> <p><i>Paradigm Care & Enrichment Center LLC, et al. v. West Bend Mut. Ins. Co.</i>, No. 2:20-cv-720 (E.D. Wis., No. 2:20-cv-720) (Insurance breach of contract and bad faith class action).</p> <p><i>Badger Crossing Inc v. Society Ins. Ins.</i>, No. 2020CV000957 (Dane Cnty. Cir. Ct., filed Apr. 28, 2020) (Insurance breach of contract and bad faith class action).</p> <p><i>Biltrite Furniture v. Liberty Mutual Insurance Company</i>, No.2:20-cv-00656 (E.D. Wis., filed Apr. 24, 2020) (Insurance breach of contract and bad faith class action).</p> <p><i>Rising Dough Inc. et al. v. Society Ins.</i>, No. 2:20-cv-623 (E.D. Wis., filed Apr. 17, 2020) (Insurance breach of contract and bad faith class action).</p> <p><i>Collectivo Coffee Roasters Inc. et al. v. Society Ins.</i>, No. 2020CV002597 (Milwaukee Cnty. Cir. Ct., file Apr. 16, 2020) (Insurance breach of contract and bad faith class action).</p> <p><i>PTG Live Events LLC et al. v. The Cincinnati Ins. Co.</i>, No. 2020CV002596 (Milwaukee Cnty. Cir. Ct., filed Apr. 15,</p>		
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			2020) (Insurance breach of contract and bad faith class action).		
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