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**2020CI11203**

CAUSE NO. \_\_\_\_\_

LOUIS G. ORSATTI, DDS, P.C.	§	IN THE DISTRICT COURT
	§	
	§	407 <sup>th</sup> JUDICIAL DISTRICT
V.	§	
	§	
ALLSTATE INSURANCE COMPANY	§	
AND BLESSING SEFOFO WONYAKU	§	BEXAR COUNTY, TEXAS

**PLAINTIFF’S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Plaintiff, LOUIS G. ORSATTI, DDS, P.C., and files this Original Petition against ALLSTATE INSURANCE COMPANY, (“Allstate”) and BLESSING SEFOFO WONYAKU (“Wonyaku”) and in support thereof, would show as follows:

**I.  
DISCOVERY CONTROL PLAN LEVEL**

1. Plaintiff intends for discovery to be conducted under Level 3 of Rule 190 of the Texas Rules of Civil Procedure. This case involves complex issues and will require extensive discovery. Therefore, Plaintiff will ask the Court to order that discovery be conducted in accordance with a discovery control plan tailored to the particular circumstances of this suit.

**II.  
PARTIES AND SERVICE**

2. Plaintiff is doing business in Bexar County, Texas.  
3. Allstate is in the business of insurance in the State of Texas. The insurance business done by Allstate in Texas includes, but is not limited to, the following:

- The making and issuing of contracts of insurance with the Plaintiff;
- The taking or receiving of application for insurance, including the Plaintiff’s application for insurance;

- The receiving or collection of premiums, commissions, membership fees, assessments, dues or other consideration for any insurance or any part thereof, including any such consideration or payments from the Plaintiff; and
- The issuance or delivery of contracts of insurance to residents of this state or a person authorized to do business in this state, including the Plaintiff.

4. Defendant **Allstate Insurance Company** can be served at through its registered agent at the following address: CT Corporation System at 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136. Service is requested at this time.

5. Defendant **Blessing Sefofo Wonyaku** is a Texas resident and may be served at his business address at 301 Fair Oaks Blvd., Apt. 922, Euless, Texas 76039 by certified mail, return receipt requested. **Service is requested at this time.**

### **III. JURISDICTION AND VENUE**

6. Venue is appropriate in Bexar County, Texas because all or part of the conduct giving rise to the causes of action were committed in Bexar County, Texas and Plaintiff and Property which are the subject of this suit are located in Bexar County, Texas. Accordingly, venue is proper pursuant to Texas Civil Practice & Remedies Code §15.002.

### **IV. BACKGROUND FACTS**

7. Plaintiff is the owner of an Insurance Policy (hereinafter referred to as "the Policy"). Defendant provided the Plaintiff's business insurance for the business located at 15303 Huebner Road, Bld. 14, San Antonio, Texas 78248 (hereinafter referred to as "the Property"). Allstate sold the Policy insuring the Property to Plaintiff. The Policy provided to Plaintiff is attached hereto as

Exhibit A<sup>1</sup>. The Policy is an all-risk policy and has been continuously in full force and effect since inception, providing coverage for property, business personal property, business income, extra expense and additional coverages including Civil Authority.

8. During the terms of said Policy, Plaintiff has sustained and will sustain covered losses during the Covid-19 outbreak and subsequent Bexar County Order, State of Texas Order and mandate from the American Dental Association (hereinafter the "Orders"), attached hereto as Exhibits B, C and D, and Plaintiff reported same to Hartford pursuant to the terms of the Policy. Plaintiff asked that Hartford cover the cost for business interruption pursuant to the Policy. Hartford assigned Franklin to adjust the claim and investigate the loss related to business interruption; however, no investigation or adjustment of the claim was done and the claim has been wrongfully denied. To date, Hartford and Franklin have mishandled Plaintiff's claim and caused and will continue to cause Plaintiff further and additional damages.

9. The World Health Organization ("WHO") identified the disease caused by the 2019 Novel Coronavirus as "COVID-19" on February 11, 2020. On March 11, WHO characterized COVID-19 as a pandemic. WHO saw "alarming levels of spread and severity, and by the alarming levels of inaction." WHO representatives stated, "[W]e have never before seen a pandemic sparked by a coronavirus. This is the first pandemic caused by a coronavirus. And we have never before seen a pandemic that can be controlled, at the same time." The Center for Disease Control ("CDC") has stated that a "pandemic is a global outbreak of disease. Pandemics happen when a new virus emerges to infect people and can spread between people sustainably. Because there is little to no pre-existing immunity against the new virus, it spreads worldwide."

10. Plaintiff is in the dental business. The described purposes of the Orders are to

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<sup>1</sup> Allstate has not provided Plaintiff with a full copy of the Policy. However, the applicable language is in the denial letter, attached as Exhibit E.

protect the “health, safety and welfare” of Bexar County and Texas residents, and to slow the spread of Covid-19 by “minimizing social gatherings” and “minimize in-person contact.” *See* Exhibits B and C. According to the Texas Department of Health and Human Services, Covid-19 has been and continues to be present in Bexar County. Plaintiff could only operate only in the event of a dental emergency. *See* Exhibit D.

11. Beginning on March 20, 2020, Plaintiff could no longer open and conduct business and was losing all business income. Plaintiff submitted its claims to Allstate, and it denied the claim without conducting an investigation. The pandemic and health care crises has resulted in the Plaintiff suffering a direct physical loss to the insured Property, and alternatively damage to the insured Property and suspension of its business that are covered under the Business Income Loss provisions of the Policy. Alternatively, coverage is available under Civil Authority coverage under the Policy.

**A. Coverage for Business Income**

12. Plaintiff’s Policy under “Covered Causes of Loss” insures for “direct physical loss” unless the loss is excluded or limited. *See* Exhibit A, pg. 36. Further, Plaintiff’s Policy provides coverage for Loss of Business Income and Extra Expense as follows:

“We will pay for the actual loss of Business Income you sustain due to the necessary “suspension” of your “operations” during the “period of restoration”. The “suspension” must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located...”

*See* Exhibit E. Plaintiff suffered lost income when the Orders closed the business, and on information and belief Plaintiff will continue to suffer lost income even after the Orders are lifted due to fear of Covid-19. The pandemic, consumer fear, and the stay at home Orders have caused

Plaintiff physical loss of the property and loss of business income and are not specifically excluded by the Policy. Plaintiff's business has been transformed by external events, not specifically excluded, from a sustainable, revenue generating operation to the unsatisfactory state of closure and now slowed business. The presence of the Covid-19 in Bexar County alone triggers coverage because it renders the Property unsafe or makes it unusable for its intended purpose.

**B. Coverage for Civil Authority**

14. Plaintiff's Policy also provides additional coverage for Civil Authority:

"When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

(1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and

(2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property."

*Id.* The Orders are clearly acts of Civil Authority which have caused Plaintiff loss of business income as described above. The Orders, along with their stated purposes, qualify as a Covered Cause of Loss under the Policy, especially given that there is precedent that holds "physical loss" can occur without actual tangible physical damage to a property. The premises not more than one mile from Plaintiff's Property have suffered the same physical loss as Plaintiff has suffered due to the pandemic. As well, damage is not defined by the Policy and other premises have suffered damage as the term is defined in its common, ordinary meaning.

**C. Allstate's Wrongful Denial**

15. Allstate and Wonyaku made no request to Plaintiff for documents or

information relating to the claim, and it denied Plaintiff's claim shortly after the claim was presented meaning it could not have done a proper or thorough investigation or have any evidence that any exclusions apply.

16. Allstate's denial was based, in part, on a lack of "damage" to Plaintiff's Property. *See Exhibit E.* But the Policy does not require a loss solely caused by physical "damage" as it also provides coverage for "physical loss of" property. *Id.* The Policy does not define "physical loss" and that term has been broadly defined in property policies for decades to include losses that are not actual tangible damage to physical property. At the very least, Plaintiff suffered a physical loss of the covered property as a result of fear and actions taken to limit the impact of the pandemic on the health, safety and welfare of Bexar County citizens. Further, Plaintiff clearly suffered physical loss to Covered Property because it was unable to operate. Allstate failed to conduct any investigation and then wrongfully denied the coverage for Civil Authority without considering damage to property other than Plaintiff's. The Policy does not define "damage" in the property coverage section, and "damage" is broadly defined in its common ordinary meaning. Allstate could have, but did not, so define "physical loss" under the Property coverage portion of the Policy.

17. Allstate relies on the exclusion for "Loss Due to Virus or Bacteria" as a basis for denial, but contrary to its assertion, this is not a pandemic exclusion. *See Exhibit E.* Allstate ignores the fact that the exclusion applies only where a virus is the fully realized and actual cause of the loss. It does not state that it applies to a loss caused by the need to prevent against the threat of viral transmission or fear of virus. Allstate's denial admits that this claim relates to concern over the spread of the Covid-19 and preventing exposure. *See Exhibit E.* Preventing the threat or risk of the presence or recurring presence of the virus is not specifically excluded

under the Policy. Further, Allstate's reliance on other vague exclusions of Consequential Loss and Acts or Decisions is flawed in that these provisions are vague, not applicable to Plaintiff's claim and their application would render other terms in the Policy meaningless.

18. The exclusions have no application to Plaintiff's claim in light of their plain language. Alternatively, the exclusions are vague and ambiguous and must be construed in the light most favorable to Plaintiff.

19. Allstate failed to give proper, advance notice and disclosure of the exclusions and is thus barred from reliance upon them.

20. On information and belief, Allstate is barred from relying on the exclusions as a result of regulatory and/or administrative estoppel.

21. Alternatively, the exclusions as interpreted by Allstate are unconscionable and/or contrary to public policy and cannot be enforced as written.

22. Allstate and Wonyaku made material misrepresentations about Policy provisions, coverage and the law in Texas applying thereto with regard to Plaintiff's Loss of Business Income and Civil Authority additional coverages.

23. Wonyaku considered only Allstate's interests, proceeded only according to a one-sided and self-serving interpretation of the Policy, and attempted to conceal from Plaintiff that she made no effort to consider its interests. Wonyaku pre-textually looked only for ways to avoid coverage rather than first trying to find coverage.

24. Allstate wrongfully denied Plaintiff's claims for business interruption even though the Policy provides coverage for losses such as those suffered by Plaintiff. Furthermore, by information and belief, Allstate engaged its agents to misrepresent Policy provisions and coverage. To date, Allstate continues to deny the payment for Plaintiff's loss of business.

V.

**CAUSES OF ACTION AGAINST ALLSTATE**

**A. BREACH OF CONTRACT**

25. Plaintiff re-alleges the foregoing paragraphs. Allstate and its agents' conduct constitute a breach of the insurance contracts between it and Plaintiff. Allstate's failure and/or refusal, as described above, to pay Plaintiff adequate compensation as it is obligated to do under the terms of the Policy in question pursuant to the additional coverages of Loss of Business Income and Civil Authority, and under the laws of the State of Texas, constitutes a breach of the insurance contracts with Plaintiff.

26. Allstate failed to perform its contractual duty to adequately compensate Plaintiff under the terms of the Policy pursuant to the additional coverages of Loss of Business Income and Civil Authority. Specifically, Allstate wrongfully denied coverage and refused to offer the full proceeds of the Policy, although due demand was made for proceeds to be paid in an amount sufficient to cover Plaintiff's business loss, and all conditions precedent to recovery under the Policy have been carried out and accomplished by Plaintiff. Allstate's conduct constitutes a breach of the insurance contracts between it and Plaintiff.

**B. NONCOMPLIANCE WITH TEXAS INSURANCE CODE**

**1. UNFAIR SETTLEMENT PRACTICES**

27. Plaintiff re-alleges the foregoing paragraphs. Texas law is clear that insurance companies and anyone engaged in the business of insurance by investigating and adjusting a claim must conduct a reasonable, full and fair claim investigation. Allstate violated Chapter 541 of the Texas Insurance Code, in one or more of the following particulars:

**§ 541.061. Misrepresentation of Insurance Policy.**

- Making an untrue statement of material fact;

- Failing to state a material fact necessary to make other statements made not misleading;
- Making a misleading statement; and
- Failing to disclose a material matter of law.

As alleged above, Allstate misrepresented to Plaintiff that the Policy required actual physical, tangible damage to its Property in order for it to have coverage for Business Income. In the same letter, Allstate also misrepresented that the Civil Authority Additional Coverage in the Policy (along with others) applied only when there was direct physical damage to properties around Plaintiff's even though damage is not defined as tangible physical damage under Civil Authority as it is in other parts of the Policy. These statements are not only false, they are incongruous.

## **2. THE PROMPT PAYMENT OF CLAIMS**

28. Plaintiff re-alleges the foregoing paragraphs. Allstate's conduct constitutes and will continue to constitute multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are made actionable by TEX. INS. CODE §542.060.

29. Allstate failed to meet its obligations under the Texas Insurance Code regarding timely beginning an investigation of Plaintiff's claim, and requesting all information reasonably necessary to investigate Plaintiff's claim within the statutorily mandated time of receiving notice of Plaintiff's claim. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.055.

30. Further, Allstate failed to accept Plaintiff's full and entire claim within the statutorily-mandated time of receiving all necessary information. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.056.

31. Allstate failed and will fail to timely pay Plaintiff's claim, and for all of the covered losses due to its wrongful denial of the policy benefits. TEX. INS. CODE §542.057.

32. Allstate failed and will fail to meet its obligations under the Texas Insurance Code

regarding payment of claim without delay due to its wrongful denial. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.058.

33. Because of Allstate's wrongful acts and omissions, Plaintiff was forced to retain the professional services of the attorney and law firm who is representing it with respect to these causes of action.

**C. BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**

34. Plaintiff re-alleges the foregoing paragraphs. Allstate's conduct constitutes a breach of the common law duty of good faith and fair dealing owed to the insureds pursuant to insurance contracts.

35. From and after the time Plaintiff's loss was presented to Allstate, its liability to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, it has refused to pay Plaintiff in full and wrongfully denied the claim, despite there being no basis upon which a reasonable insurance company would have relied to deny the full payment. Allstate's conduct constitutes a breach of the common law duty of good faith and fair dealing.

36. Further, Allstate's failure, as described above, to adequately and reasonably investigate and evaluate Plaintiff's claim, although, at that time, it knew or should have known by the exercise of reasonable diligence that its liability was reasonably clear, constitutes a breach of the duty of good faith and fair dealing.

**VI.**

**CAUSES OF ACTION AGAINST DEFENDANT WONYAKU**

**A. NONCOMPLIANCE WITH TEXAS INSURANCE CODE**

37. Plaintiff re-alleges the foregoing paragraphs. At all pertinent times, Wonyaku was engaged in the business of insurance as defined by the Texas Insurance Code. The acts and

omissions of Wonyaku constitute one or more violations of the Texas Insurance Code. More specifically, Wonyaku has, among other violations, violated the following provisions of the Code:

1. Insurance Code § 542.003(b)(5).
2. Insurance Code chapter 541, section 541.060 by, among other things:
  - misrepresenting one or more material facts and/or policy provisions relating to coverage;
  - failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claims with respect to which their liability has become reasonably clear;
  - failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claims under one portion of a policy with respect to which liability has become reasonably clear in order to influence Plaintiffs to settle its claims with respect to another portion of the policy;
  - failing to promptly provide a reasonable explanation of the basis in law or fact for the denial of Plaintiff's claims;
  - refusing to affirm or deny coverage within a reasonable time;
  - refusing to conduct a reasonable investigation;
  - ignoring information and damage known to be covered by the Policy;
  - creating evidence to provide the carrier with a basis to deny coverage; and/or
  - conducting an outcome-oriented investigation in order to provide the carrier with a basis to deny the claim.

38. Allstate assigned the loss and the claim to Wonyaku who was at all pertinent times the agent of Allstate, through both actual and apparent authority. The acts, representations and omissions of Wonyaku are attributed to Allstate. Wonyaku was tasked with the responsibility of conducting a thorough and reasonable investigation of Plaintiff's loss. Despite the fact that the Texas Insurance Code dictates adjusters must conduct a reasonable investigation and adjustment of a claim, Wonyaku failed to do so and actually set out to conduct an outcome-oriented

investigation and adjustment, which has and will result in an inequitable settlement of Plaintiff's claim.

39. Wonyaku pre-textually looked only for ways to avoid coverage rather than first trying to find coverage. Notably, she made no request for documentation, and did not ask Plaintiff's representative any questions upon learning it had to close business due to the Orders. Instead, she immediately sent Plaintiff a denial letter stating that there is no coverage for Plaintiff's loss. In it, Wonyaku misrepresented the policy coverages to Plaintiff. She misrepresented to Plaintiff that in order to have coverage for Business Income, it had to have sustained direct physical damage to the Property. However, Plaintiff's Policy covers physical *loss* of the property, not just physical damage. As well, Wonyaku misrepresented to Plaintiff that because access to the property was not prohibited due to "damage" to other properties caused by a Covered Cause of Loss there was no Civil Authority coverage. But "damage" is not defined and would cover, in its common ordinary meaning, the closures and fear affecting other properties around Plaintiff's just like Plaintiff's Property. Wonyaku did no investigation whatsoever to make such a determination. She also wholly ignored the Orders. Rather than advising Allstate to pay Plaintiff's claim, investigating more (or at all) with respect to the Orders or even sending a reservation of rights letter, Wonyaku sent Plaintiff a denial letter right after the claim was made, despite the fact the Policy provides coverage for Plaintiff's business loss. Further, Plaintiff's representative asked her to send him a full copy of the Policy because he did not have anything in what it sent him regarding a virus exclusion, but she refused. She only sent the denial letter. As result of Wonyaku's misrepresentations, inadequate and outcome-oriented investigation by way of no investigation, Plaintiff has not received any payment for the claim.

40. The foregoing conduct was and is the producing cause(s) of injury and damage to

Plaintiff and Plaintiff has suffered damages including, without limitation, actual damages, economic damages, and consequential damages. Wonyaku's conduct caused a failure to effectuate a prompt, reasonable settlement of the claim. Moreover, one or more of the foregoing acts or omissions were committed "knowingly" entitling Plaintiff to seek treble damages pursuant to the Insurance Code.

**VII.**  
**CAUSES OF ACTION AGAINST ALL DEFENDANTS FOR CIVIL CONSPIRACY**

41. Plaintiff re-alleges the foregoing paragraphs. The Defendants conspired to delay and deny or underpay Plaintiff's claim. Allstate assigned Wonyaku to investigate Plaintiff's claim, and the Defendants set out to intentionally conduct an outcome-oriented investigation in order to avoid paying for all of the damages to Plaintiff's Property covered by the Policy. The denial letter misrepresenting coverage, ignoring the Orders and not investigating the claim were either independent acts by Wonyaku in violation of the Insurance Code or a meeting of the minds between Wonyaku and Allstate to accomplish violations of the Insurance Code – the discovery process will bear out which. The Defendants' conspiracy was a proximate cause of Plaintiff's damages.

**VIII.**  
**KNOWLEDGE**

42. Each of the acts described above, together and singularly, was done "knowingly" by Defendants as that term is used in the Texas Insurance Code and was a producing cause of Plaintiff's damages described herein.

**IX.**  
**DAMAGES**

43. Plaintiff would show that all of the aforementioned acts, taken together or singularly, constitute the proximate and producing causes of the damages sustained by Plaintiff.

44. For breach of contract, Plaintiff is entitled to regain the benefit of the bargain, which is the amount of the claim, together with attorney's fees.

45. For noncompliance with the Texas Insurance Code, Unfair Settlement Practices, Plaintiff is entitled to actual damages, which include the loss of the benefits that should have been paid pursuant to the Policy but for the wrongful denial, court costs, consequential damages not covered by Plaintiff's Policy and attorney's fees. For knowing conduct of the acts described above, Plaintiff asks for three times the actual damages. TEX. INS. CODE §541.152.

46. For noncompliance with the Texas Insurance Code, Prompt Payment of Claims, Plaintiff is entitled to the amount of the claim, as well as eighteen (18) percent interest per annum on the amount of such claim as damages, together with attorney's fees. TEX. INS. CODE §542.060.

47. For breach of the common law duty of good faith and fair dealing, Plaintiff is entitled to compensatory damages, including all forms of loss resulting from the insurer's breach of duty, such as additional costs, economic hardship, losses due to nonpayment of the amount the insurer owed, and exemplary damages.

48. For the prosecution and collection of this claim, Plaintiff has been compelled to engage the services of the attorney whose name is subscribed to this pleading. Therefore, Plaintiff is entitled to recover a sum for the reasonable and necessary services of Plaintiff's attorney in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

X.

49. In addition, as to any exclusion, condition, or defense pled by Defendants, Plaintiff would show that:

50. The clear and unambiguous language of the policy provides coverage for business interruption and other losses to the Property caused by losses made the basis of Plaintiff's claims;

51. In the alternative, any other construction of the language of the policy is void as against public policy;

52. Any other construction and its use by the Defendants violate the Texas Insurance Code section 541 et. seq. and is void as against public policy;

53. Any other construction is otherwise void as against public policy, illegal, and violates state law and administrative rule and regulation.

54. In the alternative, should the Court find any ambiguity in the policy, the rules of construction of such policies mandate the construction and interpretation urged by Plaintiff;

55. In the alternative, Defendants are judicially, administratively, or equitably estopped from denying Plaintiff's construction of the policy coverage at issue;

56. In the alternative, to the extent that the wording of such policy does not reflect the true intent of all parties thereto, Plaintiff pleads the doctrine of mutual mistake requiring reformation.

**XI.  
REQUEST FOR DISCLOSURES**

57. Pursuant to the Texas Rules of Civil Procedure 194, Plaintiff requests that Defendants provide the information required in a Request for Disclosure.

**XII.  
FIRST REQUEST FOR PRODUCTION TO ALLSTATE**

58. Pursuant to the Texas Rules of Civil Procedure 196, Plaintiff requests that Defendant Allstate provide the information required:

- 1) Produce the non-privileged portion of Allstate's complete claim file for Plaintiffs' Property relating to or arising out of Plaintiffs' losses for which Allstate opened a claim under the Policy.

- 2) Produce all emails and other forms of communication between Allstate, its agents, adjusters, employees, or representatives and the agent and adjuster, and/or their agents, adjusters, representatives or employees relating to, mentioning, concerning or evidencing the Plaintiffs' Policy and/or Property which are the subject of this suit.
- 3) Underwriting documents and communications, including but not limited to, any and all materials, documents, notations, files, reports, correspondence and/or other communications related to Plaintiffs' application/s for coverage, binders, proposals, and the issuance of the policy, including renewals thereof. This request also includes materials, determination and/or method for determining the forms and endorsements to be used in creating the policy. This request also includes information regarding the basis for rating and premium classifications used for Plaintiffs. Finally, this request includes any internal communications or guidelines regarding the handling and/or coverage positions of Defendant regarding business interruption and other claims related to the 2019 Novel Coronavirus and/or COVID-19.
- 4) Any and all documents and/or communications from Allstate or any parent, subsidiary or affiliated entities to any third-party, including but not limited to insurance agents and brokers, marketing and/or public relations firms, at any time after December 15, 2019, and relating in any way to coverage or exclusions or denials of coverage for civil authority or for business interruption or business income loss and/ or commercial property coverage mentioning or referencing the 2019 Novel Coronavirus, the pandemic, and/or COVID-19.

### **XIII.**

#### **FIRST REQUEST FOR PRODUCTION TO WONYAKU**

59. Pursuant to the Texas Rules of Civil Procedure 196, Plaintiff requests that Defendant Wonyaku provide the information required:

- 1) Produce Wonyaku's complete claim or adjusting file for Plaintiff's claim.
- 2) Produce all emails and other forms of communication between Allstate, its agents, adjusters, employees, or representatives and Wonyaku and/or her agents, adjusters, representatives or employees relating to, mentioning, concerning or evidencing the claim which is the subject of this suit. This request includes Documents and/or Communications relating to the handling of business interruption and other claims related to the 2019 Novel Coronavirus and/or COVID-19.

### **XIV.**

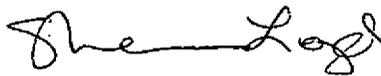
60. WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that Defendants be cited to appear and answer herein; that, on final hearing, Plaintiff have judgment against Defendants for an amount, deemed to be just and fair by the jury, which will be a sum within the

jurisdictional limits of this Court. FOR THE COURT: Plaintiff is forced to state a range amount of damages sought although Plaintiff believes that the amount of damages is solely for the jury to determine. However, because Plaintiff must state a range of damages, Plaintiff pleads that the damages will be more than \$100,000 but less than \$200,000. Plaintiff further pleads for costs of suit; for interest on the judgment; for pre-judgment interest; and, for such other and further relief, in law or in equity, either general or special, including the non-monetary relief of declaratory judgment against Defendants, to which Plaintiff may be justly entitled.

Respectfully submitted,

THE LOYD LAW FIRM, P.L.L.C.  
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BY: \_\_\_\_\_



SHANNON E. LOYD  
State Bar No. 24045706

ATTORNEY FOR PLAINTIFF

**PLAINTIFF REQUESTS A TRIAL BY JURY**