

CAUSE NO. _____

Sean Boutros, M.D., P.A., <i>Plaintiff</i>	§	IN THE DISTRICT COURT OF
	§	
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
Sentinel Insurance Co., Ltd. d/b/a The Hartford, and Alliant Insurance Services Houston, LLC <i>Defendants</i>	§	_____ JUDICIAL DISTRICT
	§	

PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF THIS COURT:

Sean Boutros, M.D., P.A., Plaintiff in the above-reference cause of action, complaining of Sentinel Insurance Co., Ltd. d/b/a The Hartford, and Alliant Insurance Services, LLC, Defendants, files this Original Petition and Request for Disclosure, and would respectfully show as follows:

DISCOVERY CONTROL PLAN

1. Pursuant to Rule 190.4 of the Texas Rules of Civil Procedure, Plaintiff will proceed with discovery under a Level 3 Discovery Control Plan.

PARTIES

2. Plaintiff Sean Boutros, M.D., P.A. is a professional association registered in the State of Texas and doing business in Harris County, Texas.

3. Defendant Sentinel Insurance Co., Ltd. d/b/a The Hartford ("Hartford"), is a foreign-for-profit insurance company licensed to do business in the State of Texas with its principal place of business at One Hartford Plaza, Hartford, CT 06155-0001. Hartford can be served with process through its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136. Defendant Sentinel Insurance Co., Ltd. d/b/a The Hartford is sued in its assumed or common name under Rule 28 of the Texas Rules of Civil Procedure and includes suit against any and all partnerships, unincorporated associations, private corporations, and

individuals doing business under the name The Hartford. Service of process on Defendant Sentinel Insurance Co., Ltd. is effected service on The Hartford in its common name.

4. Defendant Alliant Insurance Services Houston, LLC, (“Alliant”) is a foreign-for-profit insurance company licensed to do business in the State of Texas with its principal place of business at 5847 San Felipe, Suite 2750, Houston, Texas 77057. Alliant can be served with process through its registered agent, Corporation Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action under TEX. GOV’T CODE § 24.007(b) because it is a civil suit with an amount in controversy exceeding the jurisdictional limits.

6. Venue is proper in Harris County, Texas under TEX. CIV. PRAC. & REM. CODE § 15.002(a)(1) because it is the county in which all or a substantial part of the events or omissions giving rise to this suit occurred. Venue is also proper in Harris County, Texas under TEX. CIV. PRAC. & REM. CODE § 15.002(a)(3) because it is the county in which Defendant Alliant has its principal office in this state. Venue is also proper in Harris County, Texas under TEX. CIV. PRAC. & REM. CODE § 15.032 because it is the county in which the loss claimed occurred or in which the policyholder or beneficiary resided at the time the cause of action accrued.

7. As required by TEX. R. CIV. P. 47, Plaintiff’s counsel states that Plaintiff seeks monetary relief of \$100,000 or less and non-monetary relief.

FACTS

8. On or about June 26, 2019, Defendant Hartford and its agent, Defendant Alliant, entered into a contract of insurance with Plaintiff, in which Defendant Hartford promised to indemnify Plaintiff for certain risks, including losses of business income and losses incurred as a

result of orders of a civil authority, Policy No. 83SBAIV5585SA (“the Insurance Contract”). The Insurance Contract, which provides business personal property, business income and extra expense, civil authority, and additional coverages, is currently in full effect.

9. The entire nation is presently affected by an outbreak of COVID-19, a highly contagious and deadly virus that can stay on physical property for several days. In addition, COVID-19 can be spread by individuals showing no or only minor symptoms.

10. On March 11, 2020, Harris County Judge Lina Hidalgo issued an order in accordance with TEX. GOV’T CODE § 418.108 declaring a local disaster and public health emergency.

11. On March 19, 2020, the Texas Commissioner of the Department of State Health Services, John Hellerstedt, M.D., issued a public health disaster declaration.

12. Also on March 19, 2020, Texas Governor Greg Abbott issued an executive order postponing all non-essential surgeries and healthcare procedures.

13. In addition, on March 24, 2020, Harris County Judge Lina Hidalgo issued an order in accordance with TEX. GOV’T CODE § 418.108 requiring all individuals to stay at their place of residence except to engage in certain defined essential activities. All businesses except for those defined as essential businesses were ordered to cease all activities at facilities located in Harris County.

14. In her March 24, 2020, order, Judge Hidalgo declared that coronavirus “causes property loss or damage due to its ability to attach to surfaces for prolonged periods of time.”

15. The Centers for Disease Control and Prevention also currently recommends that any elective-provider visits and elective or non-urgent admissions, surgeries, or procedural cases be postponed in order to (1) ensure that essential healthcare facilities have adequate access to staff,

personal protective equipment, and supplies, and (2) ensure staff and patient safety.

16. Defendant Hartford and its agent, Defendant Alliant, have accepted Plaintiff's policy premiums with no intention of providing any coverage under the Insurance Contract related to a viral outbreak like the COVID-19 outbreak or the governmental orders described above.

17. As a result of COVID-19 and the governmental orders described above, Plaintiff has incurred substantial losses, which are covered under the Insurance Contract.

18. Defendant Hartford and its agents have questioned or denied coverage under the Insurance Contract that is the subject of this suit and similar contracts.

REQUEST FOR DECLARATORY JUDGMENT

19. Pursuant to Chapter 37, Texas Civil Practice & Remedies Code, Plaintiff seeks a declaratory judgment construing the Insurance Contract and declaring that Defendant Hartford and its agent, Defendant Alliant, owe Plaintiff a duty to indemnify Plaintiff for the losses it has incurred as described herein.

RESERVATION OF RIGHTS

20. These allegations against Defendants are made acknowledging that this lawsuit is still in its early stages, and investigation and discovery, although undertaken, are continuing.

21. As further investigation and discovery are conducted, additional facts will surely be uncovered that may and probably will necessitate further, additional, or different allegations, including the potential of adding parties to the case or dismissing parties from the case. The right to do so under Texas law is expressly reserved.

REQUEST FOR DISCLOSURE

22. Pursuant to TEX. R. CIV. P. 194, Defendants are each requested to disclose within the time period set forth in TEX. R. CIV. P. 194.3 the information or material described in TEX. R.

CIV. P. 194.2(a)–194.2(l).

RULE 193.7 NOTICE

23. Pursuant to TEX. R. CIV. P. 193.7, Plaintiff hereby gives actual notice to each party that any and all documents produced may be used against the party producing the document at any pretrial proceeding or at the trial of this matter without the necessity of authenticating the documents.

ATTORNEY'S FEES

24. Pursuant to TEX CIV. PRAC. & REM. CODE § 37.009, Plaintiff requests all costs and reasonable and necessary attorneys' fees incurred by Plaintiff, including all fees necessary in the event of an appeal of this cause.

JURY DEMAND

25. Pursuant to TEX. R. CIV. P. 216, Plaintiff respectfully requests and demands a trial by jury. The appropriate jury fee is tendered with the filing of this pleading.

PRAYER

WHEREFORE, Plaintiff respectfully requests:

- a. That Defendants be cited to appear and answer herein;
- b. Declaratory Judgment as set forth above;
- c. Attorneys' fees;
- d. Costs of court; and
- e. Such other and further relief, at law or in equity, to which Plaintiff may by this pleading or proper amendment thereto show itself justly entitled.

Respectfully submitted,

THE AMMONS LAW FIRM, LLP

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