

EXHIBIT A

(Complaint, Summons, and Civil Case Cover Sheet
filed on June 1, 2020 in the Superior Court of the State
of California, Napa County,
Case No. 20CV000397)

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16 Attorneys for Plaintiffs

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF NAPA

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

Plaintiffs,

vs.

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

Defendants.

FILED

June 1, 2020
Clerk of the Napa Superior Court
By: Kelly Rose, Deputy

CASE NO. 20CV000397

COMPLAINT FOR DECLARATORY RELIEF

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

5 **PARTIES**

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

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

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

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

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

26 **JURISDICTION AND VENUE**

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

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1 7. Venue is proper in this Court because the acts and/or omissions complained of took
2 place, in whole or in part, within the venue of this Court.

3 **FACTUAL BACKGROUND**

4 8. On or about July 8, 2019, HARTFORD DEFENDANTS entered into a contract of
5 insurance with the plaintiffs, whereby plaintiffs agreed to make payments to HARTFORD
6 DEFENDANTS in exchange for HARTFORD DEFENDANTS' promise to indemnify the
7 plaintiffs for losses including, but not limited to, business income losses at several properties
8 (hereinafter "Insured Properties").

9 9. The Insured Properties include two different prominent restaurants located in Napa
10 Valley County, The French Laundry and Bouchon Bistro, which are owned, leased by, managed,
11 and/or controlled by the plaintiffs.

12 10. The French Laundry is a world-renowned, three-Michelin-starred restaurant which
13 serves Chef's daily nine-course tasting menu and nine-course vegetable tasting menu made with
14 the finest quality ingredients available. The restaurant is open all three hundred and sixty-five days
15 of the year between the hours of 5:00 p.m. to 8:45 p.m. from Monday through Thursday, and from
16 11:00 a.m. to 4:45 p.m. and 5:00 p.m. to 8:45 p.m. on Friday to Sunday. The French Laundry is
17 located at 6640 Washington Street, Yountville, California 94599. This address is listed as an
18 Insured Property under the Policy.

19 11. Bouchon Bistro is a one-star rating recipient from the France-based Michelin Guide
20 San Francisco, Bay Area & Wine Country, a three-and-a-half star rating from the Santa Rosa Press
21 Democrat, as well as a three star rating from the San Francisco Chronicle. Bouchon's seasonal
22 menu and raw bar selections change throughout the year, while staples like roast chicken, leg of
23 lamb, and trout amandine remain as consistent, year-round favorites. The restaurant is open all
24 three hundred and sixty-five days of the year. Bouchon Bistro is located at 6534 Washington
25 Street, Yountville, California 94599. This address is listed as an Insured Property under the Policy.

26 12. The Insured Properties are covered under a policy issued by the HARTFORD
27 DEFENDANTS with policy number believed to be 72UUNHD8373K2 (hereinafter "policy").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 **FIRST CAUSE OF ACTION**

25 **DECLARATORY RELIEF**

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

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

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

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

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

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

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

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

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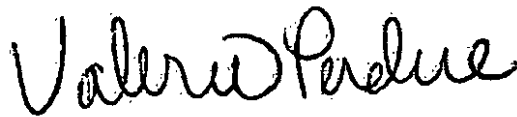
PRAYER FOR RELIEF

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

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

DATED: March 25, 2020

DICKENSON, PEATMAN & FOGARTY



By: _____
Paul G. Carey
Valerie R. Perdue
Attorneys for Plaintiffs

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SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED

June 1, 2020
Clerk of the Napa Superior Court
By: Kelly Rose, Deputy

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

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

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Additional Parties Attachment form is attached.

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of California, County of Napa
825 Brown Street
Napa, CA 94559

CASE NUMBER: (Número del Caso):
20CV000397

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

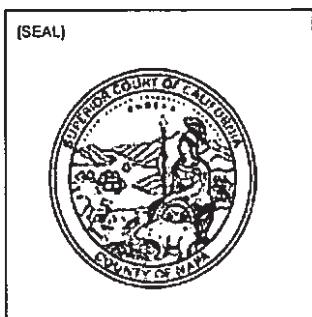
Paul G. Carey, DICKENSON, PEATMAN & FOGARTY, 1455 First St., Ste. 301, Napa, CA 95449; (707) 252-7122

DATE: June 1, 2020
(Fecha)

Robert E. Fleshman Clerk, by Kelly Rose
(Secretario)

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify): Hartford Fire Insurance Company, a corporation
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date)

SHORT TITLE: French Laundry Partners, et al. v. Hartford Fire Insurance Co., et al.	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff
 Defendant
 Cross-Complainant
 Cross-Defendant

FRENCH LAUNDRY PARTNERS, LP dba THE FRENCH LAUNDRY, a limited partnership; KRM, INC. dba THOMAS KELLER RESTAURANT GROUP, a Corporation; YOUNTVILLE FOOD EMPORIUM, LLC dba BOUCHON BISTRO, a limited liability company

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Napa - Civil
 Paul G. Carey, Esq. (SBN 105357)/ Valerie R. Perdue, Esq. (SBN 278322)
 DICKENSON, PEATMAN & FOGARTY
 1455 First Street, Suite 301, Napa, CA 94559

TELEPHONE NO.: (707) 261-7000 FAX NO. (Optional): (707) 255-6876
 ATTORNEY FOR (Name): Plaintiffs, FRENCH LAUNDRY PARTNERS, LP et al.

FOR COURT USE ONLY

FILED
 June 1, 2020
 Clerk of the Napa Superior Court
 By: Kelly Rose, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF NAPA
 STREET ADDRESS: 825 Brown Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: Napa, CA 94559
 BRANCH NAME:

CASE NAME:
 FRENCH LAUNDRY PARTNERS, LP et al. v. HARTFORD FIRE INSURANCE COMPANY, et al.

CIVIL CASE COVER SHEET		Complex Case Designation	
<input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000)	<input type="checkbox"/> Counter	<input type="checkbox"/> Joinder
		Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

CASE NUMBER:
 20CV000397

JUDGE:
 DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<p>Auto Tort</p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <p>Non-PI/PD/WD (Other) Tort</p> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input checked="" type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. Large number of separately represented parties d. Large number of witnesses
 b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): One (1) - Declaratory Relief

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 25, 2020

PAUL G. CAREY

/s/

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.