No. 21-1173

In the
United States Court of Appeals
for the Seventh Circuit

BRADLEY HOTEL CORP., doing business as
Quality Inn & Suites Bradley,

Plaintiff-Appellant,

v.

ASPEN SPECIALTY INSURANCE COMPANY,

Defendant-Appellee.

Appeal from the United States District Court
for the Northern District of Illinois, Eastern Division, No. 1:20-cv-04249.
The Honorable **Charles P. Kocoras**, Judge Presiding.

BRIEF AND SHORT APPENDIX OF PLAINTIFF-APPELLANT BRADLEY HOTEL CORP.

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APPEARANCE & CIRCUIT RULE 26.1 DISCLOSURE STATEMENT

Appellate Court No: 21-1173

Short Caption: Bradley Hotel Corp. v. Aspen Specialty Ins. Co.

To enable the judges to determine whether recusal is necessary or appropriate, an attorney for a non-governmental party, amicus curiae, intervenor or a private attorney representing a government party, must furnish a disclosure statement providing the following information in compliance with Circuit Rule 26.1 and Fed. R. App. P. 26.1.

The Court prefers that the disclosure statements be filed immediately following docketing; but, the disclosure statement must be filed within 21 days of docketing or upon the filing of a motion, response, petition, or answer in this court, whichever occurs first. Attorneys are required to file an amended statement to reflect any material changes in the required information. The text of the statement must also be included in the front of the table of contents of the party's main brief. **Counsel is required to complete the entire statement and to use N/A for any information that is not applicable if this form is used.**

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(1) The full name of every party that the attorney represents in the case (if the party is a corporation, you must provide the corporate disclosure information required by Fed. R. App. P. 26.1 by completing item #3):
Bradley Hotel Corp., doing business as Quality Inn & Suites Bradley

(2) The names of all law firms whose partners or associates have appeared for the party in the case (including proceedings in the district court or before an administrative agency) or are expected to appear for the party in this court:
Mag Mile Law, LLC; Duncan Law Group, LLC

(3) If the party, amicus or intervenor is a corporation:

i) Identify all its parent corporations, if any; and
N/A

ii) list any publicly held company that owns 10% or more of the party's, amicus' or intervenor's stock:
N/A

(4) Provide information required by FRAP 26.1(b) – Organizational Victims in Criminal Cases:
N/A

(5) Provide Debtor information required by FRAP 26.1 (c) 1 & 2:
N/A

Attorney's Signature: /s/ Mario Iveljic Date: 2/5/2021

Attorney's Printed Name: Mario Iveljic

Please indicate if you are *Counsel of Record* for the above listed parties pursuant to Circuit Rule 3(d). **Yes** ☑ **No** ☐

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N/A

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N/A

Attorney's Signature: /s/ Steven Mikuzis Date: 3/12/2021

Attorney's Printed Name: Steven Mikuzis

Please indicate if you are *Counsel of Record* for the above listed parties pursuant to Circuit Rule 3(d). **Yes** ☐ **No** ☑

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APPEARANCE & CIRCUIT RULE 26.1 DISCLOSURE STATEMENT

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(5) Provide Debtor information required by FRAP 26.1 (c) 1 & 2:

N/A

Attorney's Signature: /s/ Robert R. Duncan Date: 02/16/2021

Attorney's Printed Name: Robert R. Duncan

Please indicate if you are *Counsel of Record* for the above listed parties pursuant to Circuit Rule 3(d). **Yes** ☐ **No** ☑

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N/A

Attorney's Signature: /s/ James H. Podolny Date: 02/16/2021

Attorney's Printed Name: James H. Podolny

Please indicate if you are *Counsel of Record* for the above listed parties pursuant to Circuit Rule 3(d). **Yes** ☐ **No** ☑

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TABLE OF AUTHORITIES

Statutes, Rules and Other Authorities:

JURISDICTIONAL STATEMENT

The United States District Court for the Northern District of Illinois had jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §1332(d)(2)(A), as modified by the Class Action Fairness Act of 2005. The matter in controversy exceeds $5,000,000.00 and is alleged as a class action in which a member of a class of plaintiffs is a citizen of a state different from defendant. [Doc. 1 at p. 2].[1]. Defendant-Appellee Aspen Specialty Insurance Company ("Aspen Specialty") is a surplus lines insurance carrier that is organized in the State of North Dakota with its principal place of business in the State of Connecticut. [*Id*]. Aspen Specialty regularly conducts business in Illinois. [*Id*]. Plaintiff-Appellant Bradley Hotel Corp. ("Bradley Hotel") is a corporation organized under the laws of the State of Illinois with its principal place of business in Illinois. [*Id*]. Bradley Hotel purchased an insurance policy from Aspen Specialty in Illinois. [*Id*. at pp. 6-7]. The same insurance policy was sold to putative class members throughout the country. *See Blockbuster, Inc. v. Galeno*, 472 F.3d 53 (2d Cir. 2006).

28 U.S.C. § 1291 and 28 U.S.C. § 1294 confer jurisdiction over this appeal on the United States Court of Appeals for the Seventh Circuit.

Aspen Specialty filed its Motion to Dismiss pursuant to Rule 12(b)(6) on October 2, 2020. [Doc. 13]. The order granting the Motion to Dismiss and the final judgment were entered by the District Court on December 22, 2020. [Docs. 24 and 25]. Bradley Hotel's Notice of Appeal was timely filed on January 20, 2021. [Doc. 26].

[1] The page references included herein refer to the page references generated by the Court's CM/ECF system, located at the top of the page.

This appeal is from a final order and judgment entered by the District Court on December 20, 2020 which disposed of all parties' claims. This appeal is a matter of right pursuant to Federal Rule of Appellate Procedure 3(a) and Circuit Rule 3(a). This appeal is not a direct appeal from the decision of a Magistrate Judge.

STATEMENT OF THE ISSUES

Does the Aspen Specialty property insurance policy in question cover Bradley Hotel's business income and extra expense losses incurred as a result of Governor Pritzker's Executive Orders?

STATEMENT OF THE CASE

I. NATURE OF THE CASE

Bradley Hotel purchased an all-risk insurance policy from Aspen Specialty that covered loss of business income caused by "direct physical loss of or damage to" Bradley Hotel's property, which consists of a hotel, a lounge/bar restaurant, and a convention center. The insurance policy did not contain a virus exclusion. In March of 2020, Illinois Governor J.B. Pritzker issued multiple Executive Orders aimed at preventing the spread of COVID-19 throughout Illinois. Those Executive Orders required Bradley Hotel to suspend in-person dining at its restaurant and further suspend all operations at its convention center, causing it to lose substantial income. Bradley Hotel filed a claim with Aspen Specialty for its lost business income, but Aspen Specialty denied coverage. By doing so, Aspen Specialty breached the terms of the insurance policy it sold to Bradley Hotel. A reasonable person in the position of Bradley Hotel would believe that the Aspen Specialty insurance policy covers loss of

business income if Bradley Hotel was ordered by the Governor of Illinois to close its doors and suspend operations to prevent the spread of a deadly virus.

II. COURSE OF PROCEEDINGS

On July 20, 2020, Bradley Hotel filed a putative class action lawsuit against Aspen Specialty, alleging breach of contract and seeking a declaratory judgment of coverage pursuant to 28 U.S.C. § 2201. [Doc. 1]. Aspen Specialty filed a Motion to Dismiss pursuant to Rule 12(b)(6) and Memorandum in support thereof on October 2, 2020. [Docs. 13 and 14]. Bradley Hotel filed its Response to the Motion to Dismiss on October 26, 2020. [Doc. 20]. Aspen Specialty filed its Reply in Support of its Motion to Dismiss on November 9, 2020. [Doc. 21]. Aspen Specialty filed Notices of Supplemental Authority on November 20, 2020 [Doc. 22] and December 14, 2020 [Doc. 23].

III. DISPOSITION BELOW

On December 22, 2020, the District Court granted Aspen Specialty's Motion to Dismiss, finding that there is no coverage under the terms of the policy. [Doc. 24]. Judgment was entered in favor of Aspen Specialty and against Bradley Hotel that same day. [Doc. 25]. Bradley Hotel timely filed its Notice of Appeal on January 20, 2021. [Doc. 26].

IV. STATEMENT OF RELEVANT FACTS

A. Bradley Hotel Purchased an all-risk insurance policy with no virus exclusion from Aspen Specialty

In 2019, Bradley Hotel purchased a commercial property insurance policy from Aspen Specialty (Policy Number WKA US02699-00, hereinafter the "Policy"), effective

May 1, 2019, insuring property located at 800 North Kinzie Avenue, Bradley, Illinois 60915. [Doc. 1 at pp. 6-7]. This property includes a hotel with approximately 84 guest rooms, a lounge/bar restaurant, and a 12,000 square foot meeting room that can accommodate up to 1,000 occupants. [*Id.* at p. 2]. The Policy, which covers "direct physical loss unless the loss is excluded or limited in this policy" [Doc. 1-1 at pp. 26, 34], was an all-risk policy. [Doc. 1 at p. 6].

The Policy consists of various policy forms, including form number "CP 00 30 10 12" – called the "Business Income (And Extra Expense) Coverage Form" (hereafter the "Coverage Form"). Under "Business Income" coverage, Aspen Specialty agreed to:

> [P]ay 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…

[*Id.* at p. 7]. The Policy defines "suspension" as "[t]he slowdown or cessation of your business activities." [Doc. 1-1 at p. 33]. The Policy defines "period of restoration" as the period of time that begins "72 hours after the time of direct physical loss or damage…caused by or resulting from any Covered Cause of Loss," and ends when "the property…should be repaired, rebuilt or replaced with reasonable speed and similar quality." [*Id.*]. The Policy does not define the terms "direct," "physical," "loss" or "damage."

The relevant portions of the "Extra Expense" coverage provide as follows:

> b. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage

> to property caused by or resulting from a Covered Cause of Loss.
>
> We will pay Extra Expense (other than the expense to repair or replace property) to:
>
> (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
>
> (2) Minimize the "suspension" of business if you cannot continue "operations."

[*Id.* at pp. 25-26]. The Policy defines "period of restoration" in this coverage as beginning "immediately after the time of direct physical loss or damage," and ending when "the property…should be repaired, rebuilt or replaced with reasonable speed and similar quality." [*Id.* at p. 33].[2].

B. Gov. Pritzker issued multiple closure orders

Coronavirus (hereinafter "COVID-19") is a highly contagious airborne virus that has rapidly spread and continues to spread across the United States. [Doc. 1 at p. 3]. The outbreak was declared a worldwide pandemic and national emergency, [*Id.* at pp. 3-4], ultimately resulting in the adoption of far-reaching social distancing measures such as working from home, avoiding shopping trips and public gatherings, and staying away from bars, restaurants and food courts. [*Id.* at p. 4].

On March 16, 2020, Illinois Governor J.B. Pritzker issued Executive Order 2020-07. [*Id.* at pp. 4-5]. Recognizing the risk of exposure to COVID-19 in bars and

[2] The terms "suspension" and "operations" have the same meaning as under the Business Income coverage. [Doc. No. 1-1 at p. 33].

restaurants, Governor Pritzker ordered all businesses in the State of Illinois that offer food or beverages for on-premises consumption—including restaurants, bars, grocery stores, and food halls—"[to] suspend service for and not permit on-premises consumption." [*Id.*]. Hotel restaurants were only allowed to provide room service and carry-out. [*Id.*]. All public and private gatherings in the State of Illinois of 50 people or more were expressly prohibited. [*Id.*].

On March 20, 2020, Governor Pritzker issued Executive Order 2020-10, which (1) ordered *all* Illinois residents to stay at home except when performing "essential" activities, business or travel; (2) prohibited *all* public and private gatherings of any number of people occurring outside a single household; (3) prohibited *any* gathering of more than ten (10) people; (4) prohibited all "non-essential" travel; and (5) ordered that "non-essential business and operations must cease". [*Id.* at pp. 5-6]. Hotels could only open for lodging and delivery/carry-out food services. [*Id.*]. Executive Orders 2020-07 and 2020-10 and any executive orders extending them are hereinafter referred to as the "Closure Orders."

C. Bradley Hotel suspended operations, incurred substantial income loss and filed a claim with Aspen Specialty; However, Aspen Specialty denied coverage.

On or about March 16, 2020, and in compliance with Executive Order 2020-07, Bradley Hotel suspended in-restaurant dining service at the hotel's lounge/bar and restaurant. [*Id.* at p. 10]. It also suspended all operations at the convention center, which resulted in the cancellation of weddings and other meetings previously

scheduled there. [*Id*. at p. 10]. These suspensions in operations caused Bradley Hotel to lose substantial business income. [*Id*.].

On April 2, 2020, Bradley Hotel filed a claim with Aspen Specialty for its lost business income, but Aspen Specialty denied coverage. [*Id*.].

SUMMARY OF THE ARGUMENT

Bradley Hotel purchased an all-risk insurance policy that did not contain any virus exclusion. The terms of the Policy provide for coverage for "direct physical loss of or damage to" Bradley Hotel's property. Those terms are not defined in the Policy. The plain language of the policy covers Bradley Hotel's business income losses and extra expenses incurred as a result of Gov. Pritzker's Closure Orders. At a minimum, the relevant provisions in the Policy are ambiguous, and those ambiguities must be resolved in favor of coverage to Bradley Hotel.

ARGUMENT

I. STANDARD OF REVIEW

The Seventh Circuit reviews *de novo* a district court's grant of a motion to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6). *Windy City Metal Fabricators & Supply, Inc. v. CIT Tech. Fin. Servs., Inc.,* 536 F.3d 663, 667 (7th Cir. 2008) (citing *Tamayo v. Blagojevich*, 526 F.3d 1074, 1081 (7th Cir. 2008)). In exercising its review, the Court is to accept as true all allegations in the complaint. *Erickson v. Pardus*, 551 U.S. 89, 94 (2007) (citing *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 555-56 (2007)). The complaint need only "(1) describe[] the claim in sufficient detail to give the defendant fair notice of what the claim is and the grounds

upon which it rests and (2) plausibly suggest[] that the plaintiff has a right to relief above a speculative level." *Bravo v. Midland Credit Mgmt., Inc.*, 812 F.3d 599, 601-02 (7th Cir. 2016) (internal citations omitted). "The issue is not whether a plaintiff will ultimately prevail but whether the claimant is entitled to offer evidence to support the claims." *Smith v. Cash Store Mgmt., Inc.,* 195 F.3d 325, 327 (7th Cir. 1999); (internal citation and quotation marks omitted). *See also Feigl v. Ecolab, Inc.*, 280 F. Supp. 2d 846, 848 (N.D. Ill. 2003).

The District Court found that the insurance policy language was unambiguous and did not provide coverage. [Doc. 24 at pp. 6, 8]. The interpretation of a contract is a matter of law subject to the *de novo* standard of review. *GNB Battery Techs., Inc. v. Gould, Inc.*, 65 F.3d 615, 621 (7th Cir. 1995) (internal citation omitted).

II. BRADLEY HOTEL PROPERLY ALLEGED A CAUSE OF ACTION FOR BREACH OF CONTRACT

"In Illinois, an insurance policy is treated as any other contract and is subject to the same rules of construction." *Geschke v. Air Force Ass'n*, 425 F.3d 337, 342 (7th Cir. 2005) (internal citation omitted). To state a cause of action for breach of contract under Illinois law, a plaintiff must allege: "(1) the existence of a valid and enforceable contract; (2) plaintiff's performance of all required contractual conditions; (3) defendant's breach of the terms of the contract; and (4) damages resulting from the breach." *Lindy Lu LLC v. Ill. Cent. R.R. Co.*, 984 N.E.2d 1171, 1175 (Ill. App. Ct. 2013) (internal citation omitted).

Bradley Hotel properly alleged each of the required elements of a breach of contract claim:

1. The existence of a valid and enforceable contract:

   Paragraph 57: Plaintiff's Policy was a contract under which Aspen Specialty was paid premiums in exchange for its promise to pay Plaintiff's losses for claims covered by the Policy. [Doc. 1 at p. 13].

2. Bradley Hotel's performance of all required contractual obligations:

   Paragraph 58: Plaintiff has complied with all applicable provisions of the Policy. [*Id*.].

3. Aspen Specialty's breach of the terms of the contract:

   Paragraph 67: By denying coverage for any business losses incurred by Bradley Hotel as a result of the Closure Orders, including Governor Pritzker's Executive Orders, in response to the COVID-19 pandemic, Aspen Specialty has breached its coverage obligations (alleged in paragraphs 59 through 65) under the Policy. [*Id*. at p. 14].

4. Damages resulting from the breach:

   Paragraph 68: As a result of Aspen Specialty's breach of the Policy, Plaintiff has sustained substantial damages for which Aspen Specialty is liable. [*Id*. at p. 15].

The only dispute, discussed further below, is whether the Policy provides coverage for Bradley Hotel's losses. The lower court found that there was no coverage afforded under the terms of the Policy and, therefore, no breach of the Policy. [Doc. 24 at pp. 6, 8]. For the reasons discussed below, the District Court is wrong.

A. The Policy's Business Income Coverage Covers the Business Income Bradley Hotel Lost as a Result of the Closure Orders

Because the Policy covers the Business Income Bradley Hotel lost as a result of the Closure Orders, the District Court erred by dismissing Bradley Hotel's claims.

The Policy is an all-risk insurance policy which covers losses "unless the loss is excluded or limited in this Policy." [*Id.* at p. 8]. "Generally, an 'all-risk' insurance policy creates a special type of coverage extending to risks not usually covered under other insurance, and recovery under an 'all-risk' policy will, as a rule, be allowed for all fortuitous losses not resulting from misconduct or fraud, unless the policy contains a specific provision expressly excluding the loss from coverage." *Cincinnati Ins. Co. v. Am. Hardware Mfrs. Ass'n,* 898 N.E.2d 216, 237 (Ill. App. Ct. 2008) (quoting *Bd. of Educ. of Maine Township High Sch. Dist. 207 v. Int'l Ins. Co.*, 684 N.E.2d 978, 981 (Ill. App. Ct. 1997)) (internal quotation marks omitted).

In interpreting this all-risk insurance policy, courts "are guided by well-established principles of Illinois law." *Nautilus Ins. Co. v. Vuk Builders, Inc.*, 406 F. Supp. 2d 899, 903 (N.D. Ill. 2005). "When construing insurance policies, the policy should be enforced as written unless the policy provision in question is ambiguous or contravenes public policy." *American Fam. Mut. Ins. Co. v. Hinde*, 705 N.E.2d 956, 959 (Ill. App. Ct. 1999) (internal citation omitted). "In determining whether there is an ambiguity, the provision in question cannot be read in isolation but must be read with reference to the facts of the case at hand." *Id.* (internal citations omitted). "It also must be read in conjunction with the policyholder's reasonable expectations and the coverage intended by the insurance policy." *Id.* (citing *Cummins v. Country Mut. Ins. Co.*, 687 N.E.2d 1021, 1027 (Ill. 1997)). *See also Travelers Ins. Co. v. Eljer Mfg., Inc.,* 757 N.E.2d 481, 491 (Ill. 2001) (internal citations and quotation marks omitted) ("the court must construe the policy as a whole," taking "into account the type of

insurance purchased, the nature of the risks involved, and the overall purpose of the contract").

"The key inquiry in construing policy coverage is not what the insurer actually intended, but whether that alleged intent was expressed in the language of the policy itself so that it was understandable to the person purchasing the insurance policy." *Elson v. State Farm Fire & Cas. Co.*, 691 N.E.2d 807, 812 (Ill. App. Ct. 1998) (internal citation omitted). "[A]n ambiguity arises where a reasonable person in the position of the insured, reading the policy as a whole, could construe the words in several different ways." *Nautilus Ins. Co.,* 406 F. Supp. 2d at 903 (*citing Allstate Ins. Co. v. Smiley*, 659 N.E.2d 1345, 1350 (Ill. App. Ct. 1995)). *See also Outboard Marine Corp. v. Liberty Mut. Ins. Co.,* 607 N.E. 2d 1204, 1217 (Ill. 1992) (internal citation omitted) ("If a term in the policy is subject to more than one reasonable interpretation within the context in which it appears, it is ambiguous"); *Am. Fam. Mut. Ins. Co.*, 705 N.E.2d at 959 (internal citation omitted) ("[t]he touchstone in determining whether an ambiguity exists regarding an insurance policy is whether the relevant portion is subject to more than one reasonable interpretation"); *Geschke,* 425 F.3d at 342 (internal citation and quotation marks omitted) ("the test is . . . what a reasonable person in the position of the insured would understand [the terms] to mean").

"Any ambiguity in an insurance policy must be construed in favor of coverage for the insured" and against the insurer who drafted the document. *Am. Fam. Mut. Ins. Co.*, 705 N.E.2d at 959-60 (citing *Hoglund v. State Farm Mut. Ins. Co.*, 529 N.E.2d

1031, 1035 (Ill. 1992)); *United States Fire Ins. Co. v. Schnackenberg*, 429 N.E.2d 1203, 1205 (Ill. 1981) (internal citations omitted); *Geschke*, 425 F.3d at 342.

Not only must ambiguities be construed in favor of coverage, but the Court must also liberally construe the policy terms in favor of coverage. *Phusion Projects, Inc. v. Selective Ins. Co.*, 46 N.E.3d 1190, 1197-98 (Ill. App. Ct. 2015) (internal citations omitted). Even "provisions that limit or exclude coverage are to be construed liberally in favor of the insured and 'most strongly against the insurer.'" *Nat'l Union Fire Ins. Co. of Pittsburgh, Pennsylvania v. Glenview Park Dist.*, 632 N.E.2d 1039, 1042 (Ill. 1994) (internal citations omitted). "[A] policy provision that purports to exclude or limit coverage will be read narrowly and will be applied only where its terms are clear, definite, and specific." *Gillen v. State Farm Mut. Auto. Ins. Co.*, 830 N.E.2d 575, 582 (Ill. 2005) (internal citation omitted).

i. <u>As a result of the Closure Orders, Bradley Hotel suffered the "direct physical loss of … property at locations which are described in the Declarations"</u>

According to the "Coverage Form," Business Income coverage cannot be triggered without "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." [Doc. 1 at p. 7]. The Coverage Form fails to define the phrases "direct physical loss of" and "damage to." The "premises … described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations" is Bradley Hotel's property located at 800 North Kinzie Avenue, Bradley, Illinois 60915—which includes Bradley Hotel's lounge/bar restaurant, convention center, and hotel. [Doc. 1-1 at p. 6].

1. Bradley Hotel suffered the "loss of" its on-premises restaurant and convention center

Although the Coverage Form fails to define the phrases "loss of" and "damage to," "loss of" must mean something different than "damage to." The Policy covers "loss of" *or* "damage to" Bradley Hotel's property. "[I]t is axiomatic that courts interpret contracts so as to give effect to all of their provisions." *In re Airadigm Communications, Inc.*, 616 F.3d 642, 657 (7th Cir. 2010) (internal citations omitted). As such, "[t]he disjunctive 'or' in that phrase means that 'physical loss' must cover something different from 'physical damage.'" *Valley Lodge Corp. v Soc'y Ins.* (*In re Soc'y Ins. Co. COVID-19 Bus. Interruption Prot. Ins. Litig.)*, 2021 U.S. Dist. LEXIS 32351, *37 (N.D. Ill. Feb. 22, 2021). The placement of the word "or" between the terms "loss of" and "damage to" means "that each is 'separate and distinct' and 'must be considered separately as a trigger of coverage.'" *Gulino v. Econ. Fire & Case Co.*, 971 N.E.2d 522, 528 (Ill. App. Ct. 2012) (internal citation omitted). Consistent with the foregoing, in analyzing what the phrase "loss or damage" could mean in a policy that includes both of those words, this Court has previously stated that it is "sensible" to conclude that the words "loss" and "damage" have separate meanings, and that an insured can sustain "damage" without "loss." *Advance Cable Co., LLC v. Cincinnati Ins. Co.*, 788 F.3d 743, 747 (7th Cir. 2015).

When a phrase in an insurance policy is undefined, courts afford that phrase "its plain and ordinary meaning," *Gulino*, 971 N.E.2d at 527–28 (internal citation omitted). A phrase's "plain and ordinary meaning" is "that meaning which the particular language conveys to the popular mind, to most people, to the average,

ordinary, normal [person], to a reasonable [person], to persons with usual and ordinary understanding, to a business [person], or to a lay[person]," *Travelers Ins. Co.*, 757 N.E.2d at 496 (internal citation and quotation marks omitted), and "can be derived from a dictionary." *Gulino*, 971 N.E.2d at 527–28 (internal citation omitted).

Merriam-Webster Online dictionary defines "loss" to mean "the act of losing possession," "deprivation," "the harm of privation resulting from loss or separation," "failure to gain, win, obtain or utilize," and "decrease in amount, magnitude or degree." Loss, Merriam-Webster Online Dictionary, https://www.merriam-webster.com/dictionary/loss (last visited Mar. 11, 2021). Another dictionary defines the term as "the state of being deprived of or of being without something that one has had." Loss, Dictionary.com, https://www.dictionary.com/browse/loss?s=t (last visited Mar. 12, 2021). Synonyms for "loss" include "deprivation," "dispossession," and "impairment." Loss Synonyms, Thesaurus.com, https://www.thesaurus.com/browse/loss?s=t (last visited Mar. 11, 2021).

Based on "loss of's" plain and ordinary meaning, Bradley Hotel suffered the "loss of" its restaurant and convention center when it was deprived of using said physical spaces for the business purposes for which they were intended and for which they were was insured by Aspen Specialty. Thus, the Closure Orders effectively "dispossessed" Bradley Hotel of the restaurant and convention center. By preventing Bradley Hotel from using its on-premises restaurant and convention center, the Closure Orders caused Bradley Hotel to suffer "a decrease in the amount, magnitude [and] degree" of "property at premises which are described in the Declarations."

2. The "loss of" Bradley Hotel's on-premises restaurant and convention center was "physical"

Because the Policy fails to define "physical," the Court must afford that term "its plain and ordinary meaning." *Gulino*, 971 N.E.2d at 527-28. One common definition of "physical" is "relating to material things" and "having material existence: perceptible especially through the senses and subject to the laws of nature." Physical, Merriam-Webster Online Dictionary, https://www.merriam-webster.com/dictionary/physical (last visited Mar. 11, 2021). The term is also defined in a way that is tied to the body: "of or relating to the body." *Id*. The definition from Black's Law Dictionary comports: "Of, relating to, or involving material things; pertaining to real, tangible objects." "Physical," *Black's Law Dictionary* (11th ed. 2019). Furthermore, the words "physical" and "structural" are not synonyms. Physical Synonyms, Thesaurus.com, https://www.thesaurus.com/browse/physical?s=t (last visited Mar. 11, 2021).

Because the Closure Orders limited Bradley Hotel from using its on-premises restaurant and convention center, Bradley Hotel's "loss of" property was "physical." *See In re Soc'y Ins. Co. COVID-19 Bus. Interruption Prot. Ins. Litig.,* 2021 U.S. Dist. LEXIS 32351, at *39. Indeed, the Governor of Illinois ordered Bradley Hotel to completely shut down its convention center (a physical space) and to stop using its restaurant (another physical space) for in-person dining. As Judge Chang from the Northern District of Illinois recently commented:

> [V]iewed in the light most favorable to the Plaintiffs, the pandemic-caused shutdown orders do impose a *physical* limit: the restaurants are limited from using much of their physical space. It is not as if the shut-down orders imposed a financial limit on the restaurants by, for example, capping the dollar amount of daily sales that each restaurant could make. No, instead the Plaintiffs cannot use (or cannot fully use) the physical space. …
>
> Another way to understand the physical nature of the loss inflicted by the shut-down orders is to consider how a restaurant might mitigate against the suspension of operations caused by, say, a 25%-capacity limitation on the number of guests inside the restaurant. If the restaurant could expand its *physical* space, then the restaurant could serve more guests and the loss would be mitigated (at least in part). The loss is physical – or, at the very least, a reasonable jury can make that finding.

Id. at *39-40 (emphasis in original).

Along the same lines, a North Carolina court explained the meaning of "direct physical loss" as follows:

> Applying these definitions reveals that the ordinary meaning of the phrase "direct physical loss" includes the inability to utilize or possess something in the real, material, or bodily world, resulting from a given cause without the intervention of other conditions. In the context of the Policies, therefore, "direct physical loss" describes the scenario where businessowners and their employees, customers, vendors, suppliers, and others lose the full range of rights and advantages of using or accessing their business property. This is precisely the loss caused by the Government Orders. Plaintiffs were expressly forbidden by government decree from accessing and putting their property to use for the income-generating purposes for which the property was insured. These decrees resulted in the immediate loss of use and access without any intervening conditions. In ordinary terms, this loss is unambiguously a "direct physical loss," and the Policies afford coverage.

North State Deli, LLC v. The Cincinnati Ins. Co., No. 20-CVS-02569, 2020 WL 6281507, at *3 (N.C. Super. Ct. Oct. 9, 2020).

Like the government shutdown orders in *North State Deli, LLC* and *In re Soc'y Ins. Co. COVID-19 Bus. Interruption Prot. Ins. Litig.*, the Closure Orders prohibited Bradley Hotel from using the physical space in its on-premises restaurant and convention center. As such, Bradley Hotel's "loss of" its insured restaurant and convention center was undoubtedly "physical."

3. The Coverage Form's "period of restoration" provision does not prevent coverage for Bradley Hotel's business income and extra expense losses

Here, like in *In re Soc'y Ins. Co. COVID-19 Bus. Interruption Prot. Litig.*, "the 'period of restoration' describes a *time* period during which loss of business income will be covered, rather than an explicit definition of coverage." *In re Soc'y Ins. Co. COVID-19 Bus. Interruption Prot. Ins. Litig.*, 2021 U.S. Dist. LEXIS 32351 at *41 (emphasis in original). "Instead, the explicit definition of coverage is that direct physical 'loss of' property is covered – not just 'damage to' property." *Id.*

Nothing inherent in the meanings of the words "repaired" or "replaced" is inconsistent with characterizing Bradley Hotel's loss as a "physical loss." *Id.* The plain and ordinary meaning of "repair" is "to restore to a sound or healthy state." Repair, Merriam-Webster Online Dictionary, https://www.merriam-webster.com/dictionary/repair (last visited Mar. 11, 2021). The plain and ordinary meaning of "replace" is "to restore to a former place or position." Replace, Merriam-Webster Online Dictionary, https://www.merriam-webster.com/dictionary/replace (last visited Mar. 11, 2021). The plain and ordinary meaning of "restore" is to "put or

bring back into existence or use." Restore, Merriam-Webster Online Dictionary, https://www.merriam-webster.com/dictionary/restore (last visited Mar. 11, 2021).

With these plain and ordinary definitions in mind, the "period of restoration" is consistent with loss of physical use of covered property imposed by Governor Pritzker's orders, as recognized by Judge Chang:

> If, for example, the coronavirus risk could be minimized by the installation of partitions and a particular ventilation system, then the restaurants would be expected to "repair" the space by installing those safety features. As another example, if a restaurant could mitigate the loss caused by a percentage-capacity limit by "replacing" some of its dining room space by opening its adjacent banquet-hall room to increase the number of guests it could serve, then the restaurant would be expected to "replace" the loss of space by doing so. So, the definition of Period of Restoration is consistent with interpreting direct physical loss of property to include the loss of physical use of the covered property imposed by the shutdown orders.

In re Soc'y Ins. Co. COVID-19 Bus. Interruption Prot. Ins. Litig., 2021 U.S. Dist. LEXIS 32351 at *41-42.

Thus, the "period of restoration" ends when Governor Pritzker permits full use of Bradley Hotel's on-premises restaurant and convention center, as recognized by Judge Kennelly:

> "Repair," however, is not inherently physical; one need only consider common references to repairing a relationship or repairing one's health…In a situation like the one at issue here, the "loss" would be "repaired" if and when orders by governmental authorities permitted full use of the property.

Derek Scott Williams PLLC v. Cincinnati Ins. Co., 2021 U.S. Dist. LEXIS 37096, *12 (N.D. Ill. Feb. 28, 2021) (internal citations omitted). *See also Oregon Shakespeare Festival Ass'n v. Great Am. Ins. Co.*, No. 1:15-CV-01932-CL, 2016 U.S. Dist. LEXIS

74450, *17 (D. Or. June 7, 2016), *vacated on other grounds*, No. 1:15-CV-01932-CL, 2017 U.S. Dist. LEXIS 33208 (D. Or. Mar. 6, 2017) (when the "described premises" does not need structural repairs, the "period of restoration" ends when the insured can resume normal operations at the described premises).

ii. Because Bradley Hotel's interpretation of the Coverage Form is reasonable, the Court should afford Bradley Hotel Business Income and extra expense coverage even if other interpretations of the Coverage Form are also reasonable

There is no better evidence that Bradley Hotel's interpretation of the Policy is reasonable than the hundreds of lawsuits arising from policies with identical or similar language and the disparate decisions from other federal and state courts across the country interpreting that language. The varied orders and opinions demonstrate that the language ("direct physical loss of or damage to") is ambiguous and subject to multiple interpretations. Those ambiguities must be resolved in Bradley Hotel's favor and in favor of coverage. *Outboard Marine Corp.,* 607 N.E.2d at 1212 (internal citations omitted).

B. The Policy covers extra expenses Bradley Hotel incurred as a result of the Closure Orders

Under the Extra Expense coverage, Aspen Specialty agreed to pay Bradley Hotel for necessary expenses incurred during the period of restoration that Bradley Hotel would not have incurred if there had been no "direct physical loss or damage to its property." As explained above, Bradley Hotel has adequately alleged a "direct physical loss" within the Extra Expense provision and need not allege any "tangible

damage" or "structural damage." As such, the lower court erred by dismissing Bradley Hotel's Complaint.

CONCLUSION

For the foregoing reasons, Plaintiff-Appellant, Bradley Hotel Corp., respectfully requests that this Court reverse the District Court's December 22, 2020 dismissal order [Doc. 24] and remand the case for further proceedings.

Respectfully submitted,

BRADLEY HOTEL CORP.,

/s/ Mario M. Iveljic
One of its Attorneys

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CERTIFICATE OF COMPLIANCE

This document complies with the type-volume limitations of Fed. R. App. P. 32(a)(7)(B) and Circuit Rule 32, because this document contains 5,192 words, excluding the parts of the document exempted by Fed. R. app. 32(f).

This document complies with the typeface requirements of Fed. R. App. P. 32(a)(5) and the type-style requirements of Fed. R. App. P. 32(a)(6) because this document has been prepared in a proportionally spaced typeface using Microsoft Word Version 16.44 in 12-point Century Schoolbook style font.

Dated: March 16, 2021

/s/ Mario M. Iveljic
Mario M. Iveljic
Attorney for Plaintiff-Appellant
Bradley Hotel Corp.

CIRCUIT RULE 30(d) STATEMENT

Pursuant to Circuit Rule 30(d), counsel certifies that all material required by Circuit Rule 30(a) and (b) are included in the Appendix.

/s/ Mario M. Iveljic
Mario M. Iveljic

CERTIFICATE OF SERVICE

I hereby certify that on March 16, 2021, the Brief and Short Appendix of Plaintiff-Appellant Bradley Hotel Corp. was filed with the Clerk of the Court for the United States Court of Appeals for the Seventh Circuit by using the appellate CM/ECF System. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the appellate CM/ECF System.

/s/ Mario M. Iveljic
Mario M. Iveljic

APPENDIX

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

BRADLEY HOTEL CORP., doing business as Quality Inn & Suites Bradley, and all others similarly situated,	)	
Plaintiffs,	)	
v.	)	20 C 4249
ASPEN SPECIALTY INSURANCE COMPANY,	)	Judge Charles P. Kocoras
Defendant.	)	

ORDER

Before the Court is Defendant Aspen Specialty Insurance Company's ("Aspen") motion to dismiss Plaintiff Bradley Hotel Corp.'s ("Bradley Hotel") Complaint under Federal Rule of Civil Procedure 12(b)(6). For the following reasons, the Court will grant the motion.

STATEMENT

For the purposes of this motion, the Court accepts as true the following facts from the Complaint. *Alam v. Miller Brewing Co.*, 709 F.3d 662, 665-66 (7th Cir. 2013). All reasonable inferences are drawn in Bradley Hotel's favor. *League of Women Voters of Chicago v. City of Chicago*, 757 F.3d 722, 724 (7th Cir. 2014).

Plaintiff Bradley Hotel is an Illinois corporation with its principal place of business in Bradley, Illinois. Bradley Hotel operates the Quality Inn & Suites Bradley.

Defendant Aspen is a North Dakota corporation with its principal place of business in Rocky Hill, Connecticut. Aspen is a surplus lines insurance carrier.

In 2019, Aspen sold to Bradley Hotel an "all-risk" insurance policy (the "Policy"). All-risk policies cover loss or damage to the covered premises resulting from all risks except those expressly excluded. Bradley Hotel alleges that Aspen failed to provide coverage to it for losses incurred as a result of the COVID-19 pandemic.

On March 16, 2020, Illinois Governor J.B. Pritzker issued Executive Order 2020-07, which suspended in person dining and gathering of 50 or more people. As a result of this Executive Order, Bradley could no longer offer in-person dining in its hotel restaurant and the banquet hall could no longer host large gatherings. On March 20, 2020, Governor Pritzker issued Executive Order 2020-10 (the "Stay-At-Home Order"), which required individuals to stay at their place of residence except to conduct essential activities, such a grocery shopping. The Stay-At-Home Order also prohibited non-essential travel and required non-essential businesses to cease operations. Hotels were expressly identified as essential businesses to the extent they are used for lodging and delivery or carry-out food services. As a result of the Executive Orders, Bradley Hotel alleges that it has suffered significant losses in business.

Bradley Hotel alleges that the losses it suffered are covered under the Policy but that that Aspen has denied coverage. The Policy includes a "Business Income (And Extra Expense) Coverage Form," which states:

> 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.[1]

The Policy also provides coverage for related extra expenses:

> a. Extra Expense Coverage is provided at the premises described in the Declarations only if the Declarations show that Business Income Coverage applies at that premises.
>
> b. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.
>
> We will pay Extra Expense (other than the expense to repair or replace property) to:
>
> (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
>
> (2) Minimize the "suspension" of business if you cannot continue "operations."
>
> We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.[2]

Additionally, the Policy provided for "Civil Authority" coverage:

> In this Additional Coverage, Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the

[1] 1:20-cv-4249, Dkt. # 1, ¶ 33.
[2] 1:20-cv-4249, Dkt. #1, ¶ 35.

> Declarations. 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.
>
> Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.
>
> Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:
>
> (1) Four consecutive weeks after the date of that action; or
>
> (2) When your Civil Authority Coverage for Business Income ends; whichever is later.[3]

The Policy does not contain exclusions for viruses or communicable diseases.

Based on these facts, Bradley Hotel filed a two-count complaint on July 20, 2020. Bradley Hotel alleges that Aspen breached the insurance contract by denying coverage (Count I) and seeks a declaratory judgement that its losses are covered by the Policy

[3] 1:20-cv-4249, Dkt. # 1, ¶ 39.

(Count II). October 2, 2020, Aspen moved to dismiss the complaint under Rule 12(b)(6).

A motion to dismiss under Federal Rule of Civil Procedure 12(b)(6) "tests the sufficiency of the complaint, not the merits of the case." *McReynolds v. Merrill Lynch & Co.*, 694 F.3d 873, 878 (7th Cir. 2012). The allegations in the complaint must set forth a "short and plain statement of the claim showing that the pleader is entitled to relief." Fed. R. Civ. P. 8(a)(2). A plaintiff need not provide detailed factual allegations, but it must provide enough factual support to raise its right to relief above a speculative level. *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 555 (2007).

A claim must be facially plausible, meaning that the pleadings must "allow . . . the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). The claim must be described "in sufficient detail to give the defendant 'fair notice of what the . . . claim is and the grounds upon which it rests.'" *E.E.O.C. v. Concentra Health Servs., Inc.*, 496 F.3d 773, 776 (7th Cir. 2007) (quoting *Twombly*, 550 U.S. at 555). "[T]hreadbare recitals of the elements of a cause of action, supported by mere conclusory statements," are insufficient to withstand a 12(b)(6) motion to dismiss. *Iqbal*, 556 U.S. at 678.

The parties agree that Illinois law applies to this case. In Illinois, the construction of an insurance policy is a question of law. *Country Mut. Ins. Co. v. Livorsi Marine*,

Inc., 222 Ill.2d 303, 311 (2006). An insurance policy is to be construed as a whole and requires the court to ascertain and give effect to the true intentions of the contracting parties. *First Ins. Funding Corp. v. Fed. Ins. Co.*, 284 F.3d 799, 804 (7th Cir. 2002) (applying Illinois law). "If the words used in the policy are clear and unambiguous, they must be given their plain, ordinary, and popular meaning." *Cent. Ill. Light Co. v. Home Ins. Co.*, 213 Ill.2d 141, 153 (2004). However, "[a] policy provision is not rendered ambiguous simply because the parties disagree as to its meaning." *Founders Ins. Co. v. Munoz*, 237 Ill.2d 424, 433 (2010).

The parties dispute primarily hinges upon whether Bradley Hotel's losses are a "direct physical loss of or damage to" the hotel property. Aspen argues that there has been no direct physical loss of or damage to the property because there has been no physical alteration to the property. Bradley Hotel argues that defining "direct physical loss" to require physical alteration to the property would render "direct physical damage" superfluous. Therefore, Bradley Hotel argues, their allegations that they could not use the restaurant or the banquet hall in the same manner they could before the pandemic constitute a "direct physical loss."

We agree with Aspen and the overwhelming majority of courts that have found no coverage when interpreting similar contractual language. *See e.g.*, *T&E Chicago LLC v. Cincinnati Ins. Co.*, 2020 WL 6801845, at *4 (N.D. Ill. 2020) (collecting cases). For example, the policy in *Sandy Point Dental, PC v. Cincinnati Insurance Company* contains similar language to the Policy here. That policy said:

> We will pay for the actual loss of "Business Income" you sustain due to the necessary "suspension" of your "operation" during the "period of restoration". The "suspension" must be caused by direct physical "loss" to property at "premises" cause by or resulting from any Covered Cause of Loss.

2020 WL 5630465, at *2 (N.D. Ill. 2020) (cleaned up). Judge Gettleman held that the unambiguous terms of this policy required physical harm to the premises. 2020 WL 5630465, at *2 (N.D. Ill. 2020). He reasoned that "[t]he words 'direct' and 'physical,' which modify the word 'loss,' ordinarily connote actual, demonstrable harm of some form to the premises itself, rather than forced closure of the premises for reasons extraneous to the premises themselves, or adverse business consequences that flow from such closure." *Id.* Therefore, "Plaintiff simply cannot show any such loss as a result of . . . [the] inability to access its own office. . . Plaintiff has not pled any facts showing physical alteration or structural degradation of the property. Nothing about the property has been altered since March 2020. Plaintiff need not make any repairs or change any part of the building to continue its business." *Id.*

Here, the terms of the Policy require that "[t]he 'suspension' must be caused by direct physical loss of or damage to property. . ." Like the policy in *Sandy Point Dental*, the Policy here requires some sort of harm to the property. Bradley Hotel alleges that it could not use certain portions of the hotel, namely the restaurant and banquet hall, to the full extent they could before the pandemic. However, Bradley Hotel does not allege that the suspension of operations was a result of any physical loss of or damage to the property. It does not allege that the physical property was changed or altered in any

way. Instead, Bradley Hotel alleges that the suspension of service was due to Governor Pritzker's Executive Orders, not for any reason related to the hotel property. Thus, Bradley Hotel's allegations amount to the "forced closure of the premises for reasons extraneous to the premises themselves, [and] adverse business consequences that flow from such closure." *Id.* Under the unambiguous terms of the contract, this is not enough to trigger coverage.

The cases denying motions to dismiss involve different allegations than Bradley Hotel's here. For example, in *Studio 417, Inc. v. Cincinnati Ins. Co.*, the plaintiff alleged that the virus was directly on their premises, which forced the plaintiff to cease operations. 2020 WL 4692385, *4. Therefore, the Court concluded that under Missouri law, the plaintiff adequately alleged its losses were covered by insurance policy. *Id.* Aspen makes no such allegation here and, therefore, *Studio 417* does not alter our analysis.

Accordingly, Bradley Hotel's claims under the Business Income and Extra Expense provisions of the Policy are dismissed.

Bradley Hotel's claims under the Civil Authority provision of the Policy are similarly deficient. First, Bradley Hotel does not allege any damage to any property in their vicinity. Bradley Hotel alleges that properties across the entire State of Illinois were closed as a result of Governor Pritzker's Executive Orders, but not as a result of any damage to the properties. Second, access to the hotel was not prohibited because it was expressly exempt from the Executive Orders. Accordingly, Bradley Hotel's

claims under the Civil Authority provision are dismissed. *See Sandy Point Dental*, 2020 WL 5630465, at *3 (dismissing dental office's claim under civil authority provision because there was no damage to nearby properties and access to the insured property was not prohibited).

CONCLUSION

For the reasons mentioned above, the Court grants Aspen's motion to dismiss (Dkt. # 13). Civil case terminated. It is so ordered.

Dated: 12/22/2020

Charles P. Kocoras
United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF ILLINOIS

BRADLEY HOTEL CORP., doing business as Quality Inn & Suites Bradley, and all others similarly situated, Plaintiff(s), v. ASPEN SPECIALTY INSURANCE COMPANY , Defendant(s).	Case No. 20 C 4249 Judge

JUDGMENT IN A CIVIL CASE

Judgment is hereby entered (check appropriate box):

☐ in favor of plaintiff(s)
and against defendant(s)
in the amount of $,

which ☐ includes pre–judgment interest.
☐ does not include pre–judgment interest.

Post-judgment interest accrues on that amount at the rate provided by law from the date of this judgment.

Plaintiff(s) shall recover costs from defendant(s).

☐ in favor of defendant(s)
and against plaintiff(s)

.

Defendant(s) shall recover costs from plaintiff(s).

☒ other: Judgment entered in favor of defendant Aspen Specialty Insurance Company and against plaintiff Bradley Hotel Corp.

This action was *(check one)*:

☐ tried by a jury with Judge presiding, and the jury has rendered a verdict.
☐ tried by Judge without a jury and the above decision was reached.
☒ decided by Judge Charles P. Kocoras on a motion to dismiss.

Date: 12/22/2020 Thomas G. Bruton, Clerk of Court

Vettina Franklin , Deputy Clerk