

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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RHYTHM OF LIFE CORP D/B/A BROADWAY DANCE
and BROADWAY DANCE WEST 65TH LLC

Plaintiff,

-against-

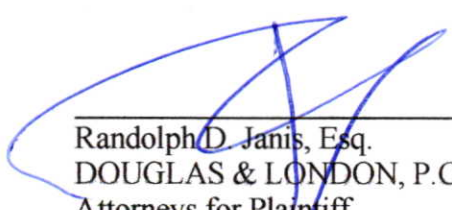
THE HARTFORD FINANCIAL SERVICES GROUP INC.
and SENTINEL INSURANCE COMPANY LTD,

Defendant.
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TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiffs' attorneys within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Long Island City, New York
August 7, 2020



Randolph D. Janis, Esq.
DOUGLAS & LONDON, P.C.
Attorneys for Plaintiff
59 Maiden Lane, 6th Floor
New York, New York 10038
(212) 566-7500

TO:
THE HARTFORD FINANCIAL SERVICES GROUP INC
1 Hartford Plaza
Hartford, CT 06155

SENTINEL INSURANCE COMPANY LTD
1 Hartford Plaza,
Hartford, CT 06105

Index No.:
Date Purchased:
SUMMONS

Plaintiff designates NEW
YORK County as the place of
trial.

The basis of venue is:
CPLR 503(a) and 503(d)
Plaintiff residence and
substantial part events or
omissions occurring in County

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
RHYTHM OF LIFE CORP D/B/A BROADWAY DANCE
and BROADWAY DANCE WEST 65TH LLC

Plaintiff,

**VERIFIED
COMPLAINT FOR
DECLARATORY RELIEF**

-against-

THE HARTFORD FINANCIAL SERVICES GROUP INC.
and SENTINEL INSURANCE COMPANY LTD,

-----X

Plaintiffs, RHYTHM OF LIFE CORP D/B/A BROADWAY DANCE. and BROADWAY DANCE WEST 65TH LLC (hereinafter, "Plaintiffs"), bring this Complaint alleging relief against Defendants, HARTFORD FINANCIAL SERVICES GROUP INC. (Hartford) and SENTINEL INSURANCE COMPANY LTD (Sentinel), and allege as follows:

I. NATURE OF THE CASE

1. This is a civil action seeking declaratory relief arising from Plaintiff **RHYTHM OF LIFE CORP D/B/A BROADWAY DANCE**'s contract of insurance with the Defendants.
2. This is a civil action seeking declaratory relief arising from Plaintiff **BROADWAY DANCE WEST 65TH LLC**'s contract of insurance with the Defendants.
3. There is a nexus between the two Plaintiffs entities in that they are dance studios operated by the same person Diane King, CEO.
4. In light of the Coronavirus global pandemic ("COVID-19") and state and local orders ("Civil Authority Orders") mandating that all non-essential in store businesses such as Plaintiffs' cease or restrict operations, Plaintiffs have sustained significant business losses.
5. Plaintiffs' insurance policies are All Risk Policies and provide coverage for all non-excluded business losses, and thus provides coverage here.
6. As a result, Plaintiffs are entitled to declaratory relief that Plaintiffs are covered for

all business losses that have been incurred in a sum which exceeds the jurisdictional limitations of all lower Courts which would otherwise have jurisdiction over this action.

II. JURISDICTION

7. This action for a declaratory judgment is within this Court's general original jurisdiction and not within the jurisdiction of any court of limited jurisdiction of this state.

8. This Court has personal jurisdiction over the Defendants because the Defendants have transacted, solicited and conducted business in New York through their employees, agents, affiliates and/or sales representatives and has derived substantial revenue from such business in New York. Defendants are licensed to do business in New York State and has purposely availed itself of personal jurisdiction in New York because it contracted to provide insurance to Plaintiffs in New York which is the subject of this case.

9. This Court has personal jurisdiction as defendants were authorized by the New York department of Financial Services to issues policies of insurance within the State of New York including Plaintiffs policies.

10. This Court has personal jurisdiction of over defendants pursuant to CPLR §302.

11. This Court has personal jurisdiction of over defendants pursuant to CPLR §302(a)(1) in that defendants transacted business within the state and supplied good and services within New York State.

12. Venue is proper in New York County pursuant to CPLR §503 because Plaintiffs' reside and are located in this county and because a substantial part of the events or omissions giving rise to this claim occurred in New York County

PARTIES

13. There is a nexus between the two Plaintiff entities in that they are dance practices operated by the same operator Diane King, CEO.

14. At all relevant times, Plaintiff RHYTHM OF LIFE CORP D/B/A BROADWAY

DANCE is a corporation authorized to do business and doing business in the State of New York, County of New York.

15. Plaintiff RHYTHM OF LIFE CORP D/B/A BROADWAY DANCE operates a dance studio whose revenue depends substantially upon the ability of customers to visit that facility.

16. At all relevant times, Plaintiff BROADWAY DANCE WEST 65TH LLC is a corporation authorized to do business and doing business in the State of New York, County of New York.

17. Plaintiff BROADWAY DANCE WEST 65TH LLC. operates a dance studio whose revenue depends substantially upon the ability of customers to visit that facility.

18. Defendant THE HARTFORD FINANCIAL SERVICES GROUP, INC. ("Hartford") is a Delaware Corporation with its principal place of business in Hartford Connecticut. Hartford operated in this County at all relevant times, including through its subsidiary, defendant SENTINEL INSURANCE COMPANY LTD.

19. At all relevant times, Defendant SENTINEL INSURANCE COMPANY LTD ("Sentinel") is a corporation doing business in the County of Hartford, State of Connecticut, and provides business interruption coverage to its insureds, including the Plaintiffs.

20. Defendant SENTINEL INSURANCE COMPANY LTD issued an All Risk Insurance Policy to the Plaintiff RHYTHM OF LIFE CORP D/B/A BROADWAY DANCE (Policy Number 13 SBA TI9538 SB) for the period of June 23, 2019, to June 23, 2020. See, Policy, attached as **Exhibit A**.

21. The policy includes All Risk coverage which incorporates business interruption coverage for, among other things, business personal property and income protection and extra expense.

22. Defendant SENTINEL INSURANCE COMPANY LTD issued an All Risk

Insurance Policy to the Plaintiff BROADWAY DANCE WEST 65TH LLC (Policy Number 13 SBA IO9963 SB) for the period of August 1, 2019 to August 1, 2020. See, Policy, attached as **Exhibit B**.

23. The policies include Special all risk coverage which incorporates business interruption coverage for, among other things, business personal property and income protection & extra expense.

24. Plaintiffs have paid the policy premiums to Sentinel specifically to provide coverages of lost business income and extra expenses in the event of an involuntary business interruption.

25. Plaintiffs submitted insurance claims arising out of business losses sustained due to the New York Civil Authority Orders issued as a result of the risk human and property loss from COVID-19. On or about June 5, 2020 and August 4, 2020, Defendants denied Plaintiffs' claim and asserted that Plaintiffs were not entitled to coverage for loss of income. See, Denial Letter, attached hereto as **Exhibit C** and **Exhibit D**.

III. FACTUAL BACKGROUND

A. Insurance Coverage

26. On or about June 23, 2019 and August 1, 2019 respectively, Defendants entered into a contract of insurance with the Plaintiffs RHYTHM OF LIFE CORP D/B/A BROADWAY DANCE. and BROADWAY DANCE WEST 65TH LLC specifically to provide, among other things, business income coverage in the event of business interruption or closures by order of Civil Authority, and for business losses as a result of property damage at its various locations in New York County, State of New York (the "Covered Properties").

27. The Covered Properties consist of, among other locations:

RHYTHM OF LIFE D/B/A BROADWAY DANCE 322 West 45th Street, Floor 3, New York, NY 10036.

BROADWAY DANCE WEST 65TH LLC 37 West 67th Street, New York, NY 10023.

28. The Covered Properties are covered under a Special All Risk Business Insurance Policy to the Plaintiffs issued by the Defendants to Plaintiff RHYTHM OF LIFE CORP D/B/A BROADWAY DANCE and to Plaintiff BROADWAY DANCE WEST 65TH LLC.

29. The RHYTHM OF LIFE CORP D/B/A BROADWAY DANCE policy provides among other things coverage for property, business personal property, income protection & extra expense, and additional coverages between the period of June 23, 2019 to June 23, 2020.

30. The BROADWAY DANCE WEST 65TH LLC policy provides, among other things coverage for property, business personal property, income protection & extra expense, and additional coverages between the period of August 1, 2019 to August 1, 2020.

31. Plaintiffs RHYTHM OF LIFE CORP D/B/A BROADWAY DANCE. and BROADWAY DANCE WEST 65TH LLC faithfully paid policy premiums to Defendants, specifically to provide, among other things, coverage for the loss of business income and extra expense sustained in the event of business interruption or closures by order of Civil Authority.

32. Under the Policy, insurance is extended to apply to the actual loss of business income sustained and the actual, necessary and reasonable extra expenses incurred when access to the Covered Properties is specifically prohibited by order of civil authority as the direct result of a covered cause of loss to property in the immediate area of Plaintiffs' Covered Properties. This additional coverage is identified as coverage under "Civil Authority."

33. Each aforesaid Policy is an all-risk policy, insofar as it provides that covered causes of loss under the policy means direct physical loss or direct physical damage unless the loss is specifically excluded or limited in the Policy.

34. Based on information and belief, the Defendants accepted the policy premiums with no intention of providing coverage for business income losses resulting from orders of a Civil Authority that the Covered Properties be shut down or restricted, or any related losses and/or

damages.

35. Defendant's denial of coverage is based on its claim that the Covered Properties did not sustain direct physical loss or damage. *See* Denial Letter, attached hereto as Exhibit C.

36. However, Defendant's narrow reading of "loss" renders the Civil Authority coverage ineffectual and demonstrates Defendants had no intention of providing coverage for losses Plaintiffs faithfully paid premiums to insure against.

B. The Coronavirus Pandemic

37. The scientific community, and those personally affected by the virus, recognize the Coronavirus as a cause of real physical loss and damage. It is clear that contamination of the Covered Property would be a direct physical loss requiring remediation to clean the surfaces of the salon.

38. The virus that causes COVID-19 remains stable and transmittable in aerosols for up to three hours, up to four hours on copper, up to 24 hours on cardboard and up to two to three days on plastic and stainless steel. *See*, <https://www.nih.gov/news-events/news-releases/new-coronavirus-stable-hours-surfaces>.

39. The CDC has issued a guidance that gatherings of more than 10 people must not occur. People in congregate environments, which are places where people live, eat, and sleep in close proximity, face increased danger of contracting COVID-19.

40. The global Coronavirus pandemic is exacerbated by the fact that the deadly virus physically infects and stays on surfaces of objects or materials, "fomites," for up to twenty-eight (28) days.

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

42. COVID-19 is a virus.

43. COVID-19 is a physical substance.

44. COVID-19 is a human pathogen,
45. COVID-19 can be present outside the human body in viral fluid particles.
46. COVID-19 can and does live on and/or remains capable of being transmitted and active on inert physical surfaces.
47. COVID-19 can and does live on and/or remains capable of being transmitted and active on floors, walls, furniture, desks, tables, chairs, equipment and other items of property for a period of time.
48. COVID-19 can be transmitted by way of human contact with surfaces and items of physical property on which COVID-19 particles are physically present.
49. COVID-19 has been transmitted by way of human contact with surfaces and items of physical property located at premises in New York County.
50. COVID-19 can be transmitted by human to human contact and interaction at premises in New York County, include places such as the business entities herein.
51. COVID-19 has been transmitted by human to human contact and interaction at premises in New York County.
52. COVID-19 can be transmitted through airborne viral particles emitted into the air at premises.
53. COVID-19 has been transmitted by way of human contact with airborne COVID-19 particles emitted into the air at premises in New York County.
54. The presence of any COVID-19 particles renders items of physical property unsafe.
55. The presence of any COVID-19 particles on physical property impairs its value, usefulness and/or normal function.
56. The presence of any COVID-19 particles causes direct physical harm to property,
57. The presence of COVID-19 particles causes direct physical loss to property.
58. The presence of COVID-19 particles causes direct physical damage to property.

59. The presence of any COVID-19 particles at premises renders the premises unsafe, thereby impairing the premises' value, usefulness and/or normal function.

60. The presence of people infected with or carrying COVID-19 particles renders physical property in their vicinity unsafe and unusable, resulting in direct physical loss to that property.

61. The presence of people infected with or carrying COVID-19 particles at premises renders the premises, including property located at that premises, unsafe, resulting in direct physical loss to the premises and the property.

62. State and local governmental authorities, and public health officials around the Country acknowledge that COVID-19 and the Pandemic cause direct physical loss and damage to property. For example,

- The City of New York issued an Emergency Executive Order in response to COVID-19 and the Pandemic, in part, "because the virus **physically is causing property loss and damage.**" (Emphasis added).
- The State of Colorado issued a Public Health Order that "COVID-19...**physically contribute to property loss, contamination and damage.**" (Emphasis added).
- Broward County, Florida issued an Emergency Order acknowledging COVID-19 "**is physically causing property damage.**" (Emphasis).
- The State of Washington issued a stay at home Proclamation stating that the "COVID-19 pandemic and its progression...remains a public disaster affecting life, health, [and] **property...**" (Emphasis added).
- The State of Indiana issued an Executive Order recognizing that COVID-19 has the propensity to **physically** impact surfaces and personal **property.**" (Emphasis added).
- The City of New Orleans issued an order stating that "there is reason to believe that COVID-19 may spread amongst the population by various means of exposure, including the propensity to attach to surfaces for prolonged period of time, thereby spreading from surface to person and **causing property loss and damage** in certain circumstances." (Emphasis added).
- The State of Illinois issued an Executive Order describing COVID-19's "propensity to **physically** impact surfaces and personal property." (Emphasis added).

- The State of New Mexico issued a Public Health Order acknowledging the “threat” COVID-19 “poses” to “**property**.” (Emphasis added).
- North Carolina issued a statewide Executive Order in response to the Pandemic not only “to assure adequate protection for lives,” but also to “assure adequate protection of....**property**.” (Emphasis added).
- The City of Los Angeles issued an Order in response to COVID-19 “because among other reasons, the COVID-19 virus can spread easily from person to person and it is **physically causing property loss or damage** due to its tendency to attach to surfaces for prolonged periods of time.” (Emphasis added).

C. Civil Authority

63. In response to COVID-19 and the Pandemic the Governor of New York has issued multiple executive orders pursuant to the authority vested by laws of New York.

64. In response to COVID-19 and the pandemic, the New York State of Health pursuant to its authority under New York State Law has issued multiple orders including a Stay at Home Order.

65. The State of New York is a civil authority as contemplated by the Policy.

66. The New York State Department of Health is a civil authority as contemplated by the Policy.

67. The Governor of the State of New York is a civil authority as contemplated by the Policy.

68. On March 7, 2020, New York Governor Andrew Cuomo declared a Disaster Emergency for the entire state of New York as a result of COVID-19.

69. On March 12, 2020, Governor Cuomo set restrictions on large gatherings.

70. On March 20, 2020, the State of New York issued a stay-at-home order that all non-essential workers must stay at home as a result of the COVID-19 pandemic. To date, this order has been extended through June 13, 2020 and thereafter.

71. As of March 22, 2020, Governor Cuomo ordered all “non-essential businesses”

statewide to be closed. This Order remained in full effect as of on about June 8, 2020. See, State's Executive Order 202.6. The Governor ordered that essential businesses can remain open subject to restriction. Essential businesses include hotels (infrastructure) and restaurants/bars (but only for take-out/delivery) (retail). Any dine-in or on-premise restaurant or bar service, is specifically deemed non-essential.

72. Further, on April 10, 2020 President Trump seemed to support insurance coverage for business loss like that suffered by the Plaintiff:

REPORTER: Mr. President may I ask you about credit and debt as well. Many American individuals, families, have had to tap their credit cards during this period of time. And businesses have had to draw down their credit lines. Are you concerned Mr. President that that may hobble the U.S. economy, all of that debt number one? And number two, would you suggest to credit card companies to reduce their fees during this time?

PRESIDENT TRUMP: Well it's something that we've already suggested, we're talking to them. ***Business interruption insurance***, I'd like to see these insurance companies—you know you have people that have paid. When I was in private I had business interruption. When my business was interrupted through a hurricane or whatever it may be, I'd have business where I had it, I didn't always have it, sometimes I had it, sometimes, I had a lot of different companies. ***But if I had it I'd expect to be paid***. You have people. ***I speak mostly to the restaurateurs***, where they have a restaurant, they've been paying for 25, 30, 35 years, business interruption. They've never needed it. All of a sudden they need it. And I'm very good at reading language. I did very well in these subjects, OK. And I don't see the word pandemic mentioned. Now in some cases it is, it's an exclusion. But in a lot of cases I don't see it. I don't see it referenced. And they don't want to pay up. I would like to see the insurance companies pay if they need to pay, if it's fair. And they know what's fair, and I know what's fair, I can tell you very quickly. But business interruption insurance, that's getting a lot money to a lot of people. And they've been paying for years, sometimes they just started paying, but you have people that have never asked for business interruption insurance, and they've been paying a lot of money for a lot of years for the privilege of having it, and then when they finally need it, the insurance company says 'we're not going to give it.' We can't let that happen.

See, <https://youtu.be/cMeG5C9TjU> (emphasis added).

73. The President is articulating a few core points:

- Business interruption is a common type of insurance.

- Businesses pay in premiums for this coverage and should reasonably expect they'll receive the benefit of the coverage.
- This pandemic should be covered unless there is a specific exclusion for pandemics.
- If insurers deny coverage, they would be acting in bad faith.

74. These Orders and proclamations, as they relate to the closure of all “non-essential businesses” and restrictions on essential businesses evidence an awareness on the part of both state and local governments that COVID-19 causes damage to property. This is particularly true in places where business is conducted, such as Plaintiffs’, as the requisite contact and interaction causes a heightened risk of the property becoming unsuitable for business.

75. Plaintiffs RHYTHM OF LIFE CORP D/B/A BROADWAY DANCE. and BROADWAY DANCE WEST 65TH LLC. suffered losses as a direct consequence of the Civil Authority stay-at-home orders for public safety issued by the Governor of New York and the State of New York generally. Accordingly, Plaintiffs have submitted a claim to Defendant related to such losses.

76. However, Defendants have denied Plaintiffs claims in contravention of the clear policy language entitling Plaintiffs to coverage for business losses arising out of the Civil Authority Orders.

D. Impact on Plaintiffs

77. As a result of the Orders referenced, herein, Plaintiff **RHYTHM OF LIFE CORP D/B/A BROADWAY DANCE** shut its doors to dance studio customers.

78. As a result of the Orders referenced, herein, Plaintiff **BROADWAY DANCE WEST 65TH LLC** shut its doors to dance studio.

79. Plaintiffs business loss occurred when the State of New York declared when the State of New York declared a State of Emergency on March 7, 2020. It suffered further when the State of New York required all non essential businesses to shut down on March 20, 2020.

80. Prior to March 7, 2020 Plaintiff was opened to customers for all dance studio needs. Plaintiffs' dance studio is not a closed environment, and because people – staff, customers, community members, and others – constantly cycle in and out of the dance studio offices/suite, there is an ever-present risk that the Covered Properties are contaminated and would continue to be contaminated. In fact, it's probable that Plaintiffs dance studios suffered contamination based upon customers later being diagnosed as suffering from Coronavirus (COVID-19).

81. Businesses like the Plaintiffs' dance studio are more susceptible to being or becoming contaminated, as both respiratory droplets and fomites are more likely to be retained on the Covered Properties and remain viable for far longer as compared to a facility with open-air ventilation.

82. The presence of COVID-19 on premises is confirmed as an employee of Plaintiff RHYTHM OF LIFE CORP D/B/A BROADWAY DANCE was diagnosed with COVID-19 by a medical professional.

83. Plaintiffs' businesses are also highly susceptible to rapid person-to-property transmission of the virus, and vice-versa, because the service nature of the businesses place staff and customers in close proximity to the property and to one another and because the nature of a dances studio involves a high level of respiratory droplets and fomites being released into the air of the property during dance and contacting dance studio equipment.

84. The virus is physically impacting Plaintiffs. Any effort by defendants to deny the reality that the virus causes physical loss and damage would constitute a false and potentially fraudulent misrepresentation that could endanger the Plaintiffs and the public. Dance studio equipment in the practice as well as other property in the practice has been impacted by exposure to the Covid-19 Virus.

85. It is probable that COVID-19 particles have been physically present at Plaintiffs premises described in the Policy during the Policy period.

86. It is probable that COVID-19 particles have been physically present on surfaces and items of property located at Plaintiffs' premises described in the Policy during the Policy period.

87. It is probable that airborne COVID-19 particles have been physically present at Plaintiffs' premises described in the Complaint during the Policy period.

88. It is probable that airborne COVID-19 particles have been physically present at Plaintiffs premises described in the Policy during the Policy period.

89. Plaintiffs have sustained direct physical loss and damage to items of property located at its premises and direct physical loss and damage to its premises described in the Policy as a result of the presence of COVID-19 particles and/or the Pandemic.

90. Plaintiffs submitted timely insurance claims to defendants. Exhibit "E" and "F".

91. Any purported viral exclusion does not apply here because a legal proximate cause of the Plaintiffs losses was the civil authority orders issued by the State of New York and similar civil authority orders. Defendant could have chosen to add an anti-current exclusion that would have excluded viruses "regardless of any cause or event that contributes concurrently or in any sequence to the loss" but did not do so. Many other insurance companies have such language related to their purported viral exclusions.

92. Also, while the policy contains a virus exclusion – the policy does not exclude coverage for a national state of disaster like the current pandemic. The insurance industry knows how to exclude "pandemics and epidemics" and has done so in other contexts. See, https://www.travelinsurance.com/brochure/Allianz/Allianz_Basic_FL_0216.pdf ("You aren't covered for any loss that results directly or indirectly from any of the following general exclusions. The following Events: an epidemic or pandemic[.]"). Here it did not.

93. The simple truth is that Defendants pre-determined its intent to deny coverage for any business interruption claim related to COVID-19 pandemic and civil authority orders

connected to the COVID-19 pandemic; which explains the quick and cursory denial of the claims timely submitted to defendants herein.

94. A declaratory judgment determining that the coverage provided under the Policy will prevent the Plaintiffs from being left without vital coverage acquired to ensure the survival of the businesses due to the shutdown caused by the Civil Authority Orders is necessary. As a result of these Orders, Plaintiffs have incurred, and continue to incur, among other things, a substantial loss of business income and additional expenses covered under the Policy.

CAUSE OF ACTION
DECLARATORY RELIEF

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

96. Pursuant to NY CPLR §3001, the Supreme Court may render a Declaratory Judgment having the effect of a final judgment as to the rights and other legal relations of the parties to a justiciable controversy whether or not further relief is or could be claimed. If the Court declines to render a judgment it shall state its grounds.

97. An actual controversy has arisen between Plaintiffs and the Defendants as to the rights, duties, responsibilities and obligations of the parties under the Policy in that Plaintiffs contend and, on information and belief, the Defendant disputes and denies that:

- a. The Civil Authority Orders constitute a complete or partial prohibition of access to Plaintiffs' Covered Properties;
- b. The prohibition of access by the Civil Authority Orders has specifically "prohibit[ed] access to the premises" in whole or in part as set forth in the Policy's Civil Authority provision;
- c. The Policy virus exclusion does not apply here;
- d. The Civil Authority Orders trigger coverage;
- e. The Policy includes coverage for losses caused by the Civil Authority Orders;
- f. The Policy includes coverage for losses caused by the Coronavirus;

- g. The Policy provides coverage to Plaintiffs for any current and future civil authority closures of businesses in New York County and New York State due to physical loss or damage directly or indirectly from the Coronavirus under the Civil Authority coverage parameters;
- h. The Policy provides business income coverage in the event that Coronavirus has directly or indirectly caused a loss or damage at the insured premises or immediate area of the Covered Properties; and,
- i. Resolution of the duties, responsibilities and obligation of the parties is necessary as no adequate remedy at law exists and a declaration of the Court is needed to resolve the dispute and controversy.

98. Plaintiffs seek a Declaratory Judgement to determine whether the Civil Authority Orders prohibit access to the premises in whole or in part of Plaintiffs' Covered Properties as set forth in the Policy's Civil Authority provision.

99. Plaintiffs further seek a Declaratory Judgement to affirm that the Civil Authority Orders trigger coverage.

100. Plaintiffs further seek a Declaratory Judgment to affirm that the Policy provides coverage to Plaintiffs for any current and future Civil Authority closures of businesses in New York County and New York State due to physical loss or damage from the Coronavirus and the policy provides business income coverage in the event that Coronavirus has caused a loss or damage at the Covered Properties.

101. Plaintiffs do not seek any determination of whether the Coronavirus is physically in or at any of the Covered Properties specifically, the amount of damages, or any other remedy other than declaratory relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs herein pray as follows:

- 1) For a declaration that the Civil Authority Orders constitute a prohibition of access in whole or in part to Plaintiffs' Covered Properties.
- 2) For a declaration that the prohibition of access by the Civil Authority Orders "prohibits access to the premises" in whole or in part as stated in the Policy.
- 3) For a declaration that the Civil Authority Orders trigger coverage under the Policy.
- 4) For a declaration that the Policy provides coverage to Plaintiffs for any current, future and continued civil authority closures of businesses in New York County and New York State due to physical loss or damage directly or indirectly from the Coronavirus under the Civil Authority coverage parameters.
- 5) For a declaration that the virus exclusion does not preclude coverage of Plaintiffs' loss of business income or the physical loss or damage suffered at the Insured Properties;
- 6) For a declaration that the Policy provides business income coverage in the event that Coronavirus has directly or indirectly caused a loss or damage at the Plaintiffs' Covered Properties or the immediate area of the Plaintiffs' Covered Properties; and,
- 7) For such other relief as the Court may deem proper.

TRIAL BY JURY IS DEMANDED

Plaintiff hereby demands trial by jury.

Dated: Long Island City, New York
August 7, 2020

Respectfully submitted,



Randolph Janis, Esq.
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New York, New York 10038
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rjanis@douglasandlondon.com

INDIVIDUAL VERIFICATION

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

DIANE KING, being duly sworn, deposes and says:

I am Chief Executive Officer of RHYTHM OF LIFE CORP D/B/A BROADWAY DANCE AND BROADWAY DANCE WEST 65TH LLC the Plaintiffs in this action. I have read the foregoing COMPLAINT and upon information and belief, know the contents thereof, and same are true to my knowledge upon information and belief, and as to these matters, I believe them to be true.

DocuSigned by:

Diane King on behalf of Broadway Dance Center

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DIANE KING, CHIEF EXECUTIVE OFFICER,
ON BEHALF OF RHYTHM OF LIFE CORP D/B/A
BROADWAY DANCE AND BROADWAY
DANCE WEST 65TH LLC

Sworn to before me this
2nd day of August, 2020

Notary Public

JOHN K COYLE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO5046090
Qualified in Nassau County
My Commission Expires 07-03-2023